



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>

P R E S E N T E D

BY

The Incorporated Council of Law Reporting for England and Wales
TO

ALL SUBSCRIBERS TO THE ENTIRE SERIES OF
THE LAW REPORTS FOR 1896

PAYING THEIR SUBSCRIPTIONS WITHIN THAT YEAR.

LONDON:

WILLIAM CLOWES AND SONS, LIMITED,
PRINTERS AND PUBLISHERS TO THE COUNCIL,
27, FLEET STREET, E.C.

1896.

S
JSN
JLZ

D
1891-95

H. H. Parker
Lincoln

Superseded digests & citations

THE LAW REPORTS.

DIGEST OF CASES, 1891—1895.

THE
INCORPORATED COUNCIL OF LAW REPORTING
FOR
ENGLAND AND WALES.

Members of the Council.

Chairman—THE RIGHT HONOURABLE LORD DAVEY.

Vice-Chairman—MONTAGUE CRACKANTHORPE, Esq., Q.C.

EX-OFFICIO MEMBERS.

SIR RICHARD E. WEBSTER, G.C.M.G., M.P. ATTORNEY-GENERAL.

SIR ROBERT B. FINLAY, Knt., M.P. . . SOLICITOR-GENERAL.

JOHN W. BUDD, Esq., President of the Incorporated Law Society.

ELECTED MEMBERS.

THE LORD DAVEY.

MONTAGUE CRACKANTHORPE, Esq., Q.C.

F. A. BOSANQUET, Esq., Q.C.

A. M. CHANNELL, Esq., Q.C.

C. M. WARMINGTON, Esq., Q.C.

A. T. LAWRENCE, Esq.

J. F. OSWALD, Esq., Q.C., M.P.

JAMES MULLIGAN, Esq.

} Lincoln's Inn.

} Inner Temple.

} Middle Temple.

} Gray's Inn.

SIR HOWARD W. ELPHINSTONE, Bart., of
Lincoln's Inn.

W. ENGLISH HARRISON, Esq., of the
Middle Temple.

{ Appointed by the
Council of Law
Reporting on the
nomination of the
General Council
of the Bar.

WILLIAM WILLIAMS, Esq. (Firm—Messrs. Currie,
Williams & Williams), Lincoln's Inn Fields.

JOHN HOLLAMS, Esq. (Firm—Messrs. Hollams, Sons,
Coward & Hawksley), London Commercial Sale
Rooms, Mincing Lane, E.C.

} Incorporated
Law Society.

Secretary—JAMES THOMAS HOPWOOD, Esq., 10 Old Square,
Lincoln's Inn.

THE
LA W R E P O R T S.

UNDER THE SUPERINTENDENCE AND CONTROL OF THE
Incorporated Council of Law Reporting for England and Wales.

FIVE YEARS' DIGEST,
1891 TO 1895,

OF

ALL THE CASES REPORTED IN THE
LAW REPORTS AND IN THE WEEKLY NOTES
FROM THE COMMENCEMENT OF 1891
(WHEN THE TWENTY-FIVE YEARS' DIGEST ENDS)
TO THE END OF 1895.

TOGETHER WITH REFERENCES TO THE
STATUTES, RULES, AND ORDERS,
AND TO THE
PARLIAMENTARY REPORTS AND RETURNS
AFFECTING THE PROFESSION PASSED OR ISSUED DURING THE SAME PERIOD.

BY

ALEXANDER PULLING,
OF THE INNER TEMPLE, BARRISTER-AT-LAW.

LONDON:

Printed and Published for the Council of Law Reporting,
BY WILLIAM CLOWES AND SONS, LIMITED,
DUKE STREET, STAMFORD STREET; AND 14, CHARING CROSS.
PUBLISHING OFFICE: 27, FLEET STREET, E.C.
1896.

**LIBRARY OF THE
LEWIS STAMFORD, JR., UNIVERSITY
LAW DEPARTMENT.**

58,108

LONDON:
PRINTED BY WILLIAM CLOWES AND SONS, LIMITED,
STAMFORD STREET AND CHARING CROSS.

C O N T E N T S.

	PAGE
PREFACE	vii
LIST OF ABBREVIATIONS	ix
TABLE OF CASES IN THE DIGEST	xi
TABLE OF CASES AFFIRMED, REVERSED, FOLLOWED, OVERRULED, OR JUDICIALLY COMMENTED ON OR SUPERSEDED BY STATUTE OR ORDER, 1891—1895 .	} cxxxvii
TABLE OF STATUTES JUDICIALLY CONSIDERED, 1891 —1895	} clxxxix
TABLE OF RULES AND ORDERS OF COURT JUDI- CIALLY CONSIDERED, 1891—1895	} ccxxxv
TABLE OF RULES AND ORDERS OF COURT ISSUED, 1890—1895	} ccxlix
DIGEST OF CASES REPORTED IN THE LAW REPORTS OR WEEKLY NOTES, 1891—1895	} Columns 1—1016

1000

P R E F A C E.

THE substantive headings in this Digest are as a rule those adopted in the Index to the Statutes and in the Index to the Statutory Rules and Orders "published by authority," so that a person who refers to a Statute or an Order under any heading in those Indexes will find under the same heading in the present Digest the cases relating thereto.

Following the principle of the Current Index, the head-notes have been abbreviated, and where a case decides two or more points of law it is digested under each separate heading.

Where a case is "overruled," "followed," &c., in a subsequent case, a note to that effect is appended to the former case, and notes of Statutes which affect the case law have been similarly inserted.

The preliminary Tables of Cases Followed, &c., and of Statutes and Orders Judicially Considered, give direct references to the cases in which their construction or application is considered instead of giving merely cross-references to the Digest: this will, it is hoped, prove useful as saving a double reference.

In the Table of Rules Issued, reference is given to all Rules or Orders of English Courts issued during the period embraced by the Digest, and, in the case of the more important Rules, a tabular statement is added shewing how the Rules issued during the period affect previous ones.

An attempt has been made to make the list at the end of the Digest of Words and Phrases Judicially Interpreted as complete as possible.

I have to express my obligations to Mr. W. F. Craies and Mr. H. L. Ormsby, of the Inner Temple, for the great assistance they have rendered me.

ALEXANDER PULLING.

THE TEMPLE,
March, 1896.



LIST OF ABBREVIATIONS.

affirm. . . .	affirming (or affirmed).	Merch. Shipp. . . .	Merchant Shipping.
Agric. . . .	Agriculture.	Metrop. . . .	Metropolis (or Metropolitan).
Appx. . . .	Appendix.	Milit. . . .	Military.
Art. . . .	Article (or Articles).	Mun. Corp. . . .	Municipal Corporations.
Aug. . . .	August.	Nat. Debt. . . .	National Debt.
Bd. . . .	Board.	Nov. . . .	November.
c. . . .	chapter.	O. . . .	Order.
C. A. . . .	Court of Appeal.	O. in C. . . .	Order in Council.
Co. . . .	Company.	Oct. . . .	October.
Commrs. . . .	Commissioners.	p. . . .	page.
Crim. . . .	Criminal.	pltf. . . .	plaintiff.
Dec. . . .	December.	pp. . . .	pages.
deft. . . .	defendant.	pt. . . .	part.
Dept. . . .	Department.	Parl. . . .	Parliament (or Parliamen- tary).
Div. Ct. . . .	Divisional Court.	Pres. . . .	President.
E. . . .	England.	Proclam. . . .	Proclamation.
Eccles. . . .	Ecclesiastical.	Publ. . . .	Publication.
edit. . . .	edition.	R. . . .	Rule (or Rules).
Educ. . . .	Education.	R. S. C. . . .	Rules of the Supreme Court.
Elem. . . .	Elementary.	Rega. . . .	Regulations.
exors. . . .	executors.	revers. . . .	reversing.
F. . . .	Form (or Forms).	rlwy. . . .	railway.
Feb. . . .	February.	S. . . .	Scotland.
G. O. . . .	General Order (or General Orders).	s. . . .	section.
Govt. . . .	Government.	ss. . . .	sections.
H. L. . . .	House of Lords.	Sch. . . .	Schedule.
H. M. . . .	Her Majesty the Queen.	Secy. . . .	Secretary.
I. . . .	Ireland.	Sept. . . .	September.
Intox. Liquors	Intoxicating Liquors.	St. O. P. . . .	Stationery Office Publication.
J. C. . . .	The Judicial Committee of the Privy Council.	St. R. & O. . . .	The annual volumes entitled "The Statutory Rules and Orders, 189-," published by authority.
Jan. . . .	January.	testor. . . .	testator.
L. Chanc. . . .	Lord Chancellor.	Treas. . . .	Treasury.
L. Lt. . . .	The Lord Lieutenant of Ireland.	U. K. . . .	United Kingdom of Great Britain and Ireland.
Ld. . . .	Limited.	Vol. . . .	Volume.
Loc. . . .	Local.		
Lond. Gaz. . . .	The London Gazette.		
Matrim. . . .	Matrimonial.		

TABLE OF CASES IN THE DIGEST.

Name of Case.	Volume and Page.	Column of Digest.
A.		
A. B. v. C. D.	H. L. (S.) [1891] A. C. 616	764
Aas v. Benham	C. A. [1891] 2 Ch. 244 ..	556
Abercarn Colliery Co. :—Brace v.	[1891] 1 Q. B. 496; C. A. }	494
	[1891] 2 Q. B. 699 ..	
Abbott, In re	[1894] 1 Q. B. 442 ..	56
Abbott, In re. Peacock v. Frigout	[1893] 1 Ch. 54 ..	580, 989
Abbott v. Minister for Lands	J. C. [1895] A. C. 425 ..	524
Abbott & Co. v. Wolsey	C. A. [1895] 2 Q. B. 97 ..	345
Abdy, In re. Rabbeth v. Donaldson (No. 1)	C. A. [1895] W. N. 12 ..	586
	(No. 2) ..	18, 262,
	[1895] 1 Ch. 455 ..	286
Aberdare (Lord) :—Attorney-General v.	[1892] 2 Q. B. 684 ..	256
Abingdon :—Baring v.	C. A. [1892] 2 Ch. 374 ..	126
Abrahams v. Deakin	C. A. [1891] 1 Q. B. 516 ..	484
Abstainers and General Insurance Co., Ltd., In re	[1891] 2 Ch. 124 ..	153
“Accomac,” The	C. A. [1891] P. 349 ..	805
Ackland :—Chastey v.	C. A. [1895] 2 Ch. 389 ..	15
Adam :—Savage v.	[1895] W. N. 109 (11) ..	589
Adams, In re. Adams v. Adams	[1893] 1 Ch. 329 ..	375, 981
Adams v. Adams	C. A. [1892] 1 Ch. 369 ..	980
Adams :—Cooper v. In re Budgett	[1894] 2 Ch. 557 ..	59, 555
Adams v. Great North of Scotland Railway Co.	[1891] A. C. 31 ..	22, 759
Adams' Trade-mark, In re	[1892] W. N. 40 ..	902
Ador, Ex parte. In re Browne & Wingrove	C. A. [1891] 2 Q. B. 574 ..	58
“Africano,” The	[1894] P. 141 ..	804
Agricultural Holdings (E.) Act, 1883, In re. Gough }	C. A. [1891] 2 Q. B. 665 ..	419
v. Gough		
Agricultural Hotel Co., In re	[1891] 1 Ch. 396 ..	153
Ailesbury (Marquis of), and Iveagh (Lord), In re. }	[1893] 2 Ch. 345 ..	780, 946
Riddell v. Riddell		
Ailesbury's (Marquis of) Settled Estates, In re }	[1892] 1 Ch. 506; H. L. (E.) }	587, 784
(No. 1)	[1892] A. C. 356 ..	
	(No. 2) ..	783
	[1893] W. N. 140 ..	
Ailesbury (Marquis of) :—Bruce v. (No. 1)	[1892] 1 Ch. 506; H. L. (E.) }	587, 784
	[1892] A. C. 356 ..	
	(No. 2) ..	617, 784
Ainley, Sons, & Co. v. Kirkheaton Local Board	[1891] W. N. 50 ..	751, 792
Ainley, Sons, & Co. :—Kirkheaton Local Board v.	C. A. [1892] 2 Q. B. 274 ..	231, 751,
		792
Ainsworth, In re. Cockcroft v. Sanderson	[1895] W. N. 153 (9) ..	7
Aitken v. McMeckan	J. C. [1895] A. C. 310 ..	632, 707,
Aitken, Lilburn & Co. v. Ernsthause & Co.	C. A. [1894] 1 Q. B. 773 ..	709, 954
Akerman, In re. Akerman v. Akerman	[1891] 3 Ch. 212 ..	816
		6

Name of Case.	Volume and Page.	Column of Digest.
Akeroyd's Settlement, In re. Roberts v. Akeroyd..	C. A. [1893] 3 Ch. 393 ..	787
Akkersdyk, Ex parte. Reg. v. London (County Council) ..	[1892] 1 Q. B. 190 ..	226
Alabama, New Orleans, Texas and Pacific Junction Railway Co., In re ..	C. A. [1891] 1 Ch. 218 ..	192
Alabaster v. Harness ..	[1894] 2 Q. B. 897; C. A. [1895] 1 Q. B. 339 ..	110
"Albano" The ..	C. A. [1892] P. 419 ..	829
Alberti :—Caproni v. ..	[1891] W. N. 200 ..	220
Albiston :—Timmis v. ..	[1895] 2 Q. B. 68 ..	548
Alcock v. Smith ..	C. A. [1892] 1 Ch. 238 ..	75
Alcoy v. Greenhill ..	C. A. [1895] W. N. 150 (3) ..	647
Aldin v. Latimer Clarke, Muirhead & Co. ..	[1894] 2 Ch. 437 ..	14, 419, 435
Alderson, In re. Ex parte Jackson ..	[1895] 1 Q. B. 183 ..	42
Aldridge, In re. Aldridge v. Aldridge ..	[1894] 2 Ch. 97 ..	584
Aldridge :—Caffin v. ..	[1895] 2 Q. B. 366; C. A. [1895] 2 Q. B. 648 ..	811
Alexander, In re. Ex parte Alexander ..	C. A. [1892] 1 Q. B. 216 ..	39
Alexander v. Jenkins ..	C. A. [1892] 1 Q. B. 797 ..	268
Alexander :—Penn v. ..	[1893] 1 Q. B. 522 ..	397
Alexandre v. Brassard ..	J. C. [1895] A. C. 301 ..	105
Algésiras (Gibraltar) Railway :—Greenwood v. ..	C. A. [1894] 2 Ch. 205 ..	131
Alison, In re. Ex parte Jaynes ..	[1892] 2 Q. B. 587 ..	50
Allan :—Manitoba and North-West Land Corporation v. ..	[1893] 3 Ch. D. 432 ..	623, 664
Allchurch v. Hendon Union (Assessment Committee and Guardians) ..	C. A. [1891] 2 Q. B. 436 ..	733
Allcock v. Hall ..	C. A. [1891] 1 Q. B. 444 ..	587, 632
Allcroft v. Bishop of London ..	H. L. (E.) [1891] A. C. 666 ..	300
Allday :—Birmingham and District Land Co. v. ..	[1892] W. N. 157 ..	943, 947
Allard v. West Metropolitan Tramways Co. ..	C. A. [1891] 2 Q. B. 398 ..	913
Allen, In re ..	[1894] 2 Q. B. 924 ..	456, 737
Allen, In the Goods of ..	[1893] P. 184 ..	693, 698
Allen v. Allen (No. 1) ..	C. A. [1894] P. 248 ..	282
Allen v. Allen (No. 2) ..	C. A. [1894] P. 134 ..	281
Allen v. Cort. In re Harrison. Allen v. Smith (No. 1) (No. 2) ..	[1891] 2 Ch. 349 ..	311, 639
Allen v. London County Council ..	[1892] W. N. 148 ..	927
Allen v. Smith. In re Harrison. Allen v. Cort (No. 1) (No. 2) ..	C. A. [1895] 2 Q. B. 587 ..	446
Allen & Sons :—Hewlett v. ..	[1891] 2 Ch. 349 ..	311, 639, 672
Alliance Marine Insurance Co., In re ..	[1892] W. N. 148 ..	927
Allinson v. General Medical Council ..	C. A. [1892] 2 Q. B. 662; H. L. (E.) [1894] A. C. 383 ..	488
Alliott v. Smith ..	[1892] 1 Ch. 300 ..	148
Allsup & Sons (William) :—Preston Banking Co. v. ..	C. A. [1894] 1 Q. B. 750 ..	408, 489
"Aine Holme," The ..	[1895] 2 Ch. 111 ..	312, 610
"Alps," The ..	C. A. [1895] 1 Ch. 141 ..	658, 674
"Alsace Lorraine," The ..	[1893] P. 173 ..	228, 800, 810
Alston, In the Goods of ..	[1893] P. 109 ..	384
Alt v. Stratheden and Campbell (Lord). In re Lord Stratheden and Campbell ..	[1893] P. 209 ..	389
Aluminium Co., In re ..	[1892] P. 142 ..	698
Alt v. Stratheden and Campbell (Lord). In re Lord Stratheden and Campbell ..	[1894] 3 Ch. 265 ..	115, 956
Alvarez :—Scott v. In re Scott and Alvarez's Contract ..	[1894] W. N. 6 ..	154
	[1895] 1 Ch. 596; C. A. [1895] 2 Ch. 603 ..	516, 658, 856, 941, 948, 951

Name of Case.	Volume and Page.	Column of Digest.
Ambition Investment Society, In re	[1895] W. N. 141 (1) ..	95
American Concentrated Meat Co. v. Hendry ..	[1893] W. N. 67; C. A. ..	417, 489,
American Tobacco Co. v. Guest	[1893] W. N. 82 ..	796
American Tobacco Co. :—Hanfstaengl v. ..	[1892] 1 Ch. 630 ..	901
American Trading Co. :—Bank of China, Japan, and the Straits v. ..	C. A. [1895] 1 Q. B. 347 ..	217
Ames, In re. Ames v. Ames	J. C. [1894] A. C. 266 ..	206, 407
Amos, In re. Carrier v. Price	[1893] 2 Ch. 479 ..	784
Anderson v. Anderson	[1891] 3 Ch. 159 ..	911, 997
Anderson :—Bowen v.	C. A. [1895] 1 Q. B. 749 ..	261
Anderson v. Dean	[1894] 1 Q. B. 164 ..	419
Anderson v. Gorrie	C. A. [1894] 2 Q. B. 222 ..	442, 587
Anderson v. London City Mission. In re Wood ..	C. A. [1895] 1 Q. B. 668 ..	404
Anderson & Co. :—Grant v.	[1894] 2 Ch. 577 ..	971
Anderton :—Blackledge v.	C. A. [1892] 1 Q. B. 108 ..	667
Andrew v. Crossley	[1893] W. N. 112 ..	637
Andrew :—Crossley v.	C. A. [1892] 1 Ch. 492 ..	561
Andrews, In the Goods of	C. A. [1892] 1 Ch. 492 ..	561
	[1893] P. 14 ..	707
Andrews :—Hands v. In re Smith	C. A. [1893] 2 Ch. 1 ..	48, 67, 363, 924,
Andrews v. Nott Bower		931
Andrews :—Smith v.	C. A. [1895] 1 Q. B. 888 ..	265
Angerstein, In re. Angerstein v. Angerstein ..	[1891] 2 Ch. 678 ..	325
Angier Line :—Steinman v.	[1895] 2 Ch. 883 ..	968
Anglesea (Justices of) :—Reg. v. (No. 1) ..	C. A. [1891] 1 Q. B. 619 ..	814
(No. 2)	[1892] 1 Q. B. 850 ..	396
Anglo-American Brush Electric Light Corporation v. King, Brown & Co. ..	[1892] 2 Q. B. 29 ..	771, 877
Anglo-Australian Investment Co. (Debenture-holders, &c., of) :—Newton v. ..	H. L. (S.) [1892] A. C. 367 ..	563
Anglo-Austrian Printing and Publishing Union, In re Anglo-Austrian Printing and Publishing Union, In re. Brabourne v. Anglo-Austrian Printing and Publishing Union ..	J. C. [1895] A. C. 244 ..	130, 132, 523
Anglo-Austrian Printing and Publishing Union, In re Isaac's Case ..	[1894] 2 Ch. 622 ..	171
Anglo-Italian Hemp Spinning Co. :—Lynde v. ..	[1895] 2 Ch. 891 ..	188
Anglo-Sardinian Antimony Co., In re ..	[1892] 2 Ch. 158 ..	140
Angus v. Clifford	[1895] W. N. 149 (1) ..	157
Ann, In re. Wilson v. Ann	[1894] W. N. 156 ..	182
Anstee, In the Goods of	C. A. [1891] 2 Ch. 449 ..	150
Answorth :—Palmer v. In re Palmer ..	[1894] 1 Ch. 549 ..	475, 579
Anthony, In re. Anthony v. Anthony (No. 1) ..	[1893] P. 283 ..	694
(No. 2)	C. A. [1893] 3 Ch. 369 ..	976, 991
Antwerp, London and Brazil Line :—Bell & Co. v. ..	[1892] 1 Ch. 450 ..	311, 978
Aplin v. Porritt	[1893] 3 Ch. 498 ..	7, 310, 978
Apollinaris Co.'s Trade-marks, In re (No. 1) ..	C. A. [1891] 1 Q. B. 103 ..	666
(No. 2)	[1893] 2 Q. B. 57 ..	240
"Apollo," The. Owners of "Apollo" v. Port Talbot Co. ..	C. A. [1891] 1 Ch. 1 ..	659
Apothecaries Co. v. Jones	[1891] 2 Ch. 186 ..	908
Applebee, In re. Leveson v. Beales	H. L. (E.) [1891] A. C. 499 ..	824
Apthorpe :—London Bank of Mexico and South America v. ..	[1893] 1 Q. B. 89 ..	489
Arbib and Class' Contract, In re	[1891] 3 Ch. 422 ..	985
Archer's Case. In re North Australian Territory Co.	[1891] 1 Q. B. 388; C. A. ..	367
	[1891] 2 Q. B. 378 ..	
	C. A. [1891] 1 Ch. 601 ..	942, 975
	C. A. [1892] 1 Ch. 322 ..	142

Name of Case.	Volume and Page.	Column of Digest.
Arden v. Boyce	C. A. [1894] 1 Q. B. 796 ..	677
Argentine Gold Fields, Ltd., Ex parte. In re Low ..	[1891] 1 Q. B. 147 ..	40
"Argo," The	[1895] P. 33 ..	229
"Ariel" (Owners of the) :—"Lancashire" (Owners of the) v. The "Lancashire"	C. A. [1893] P. 47; H. L. (E.) [1894] A. C. 1 ..	820
Armitage, In re. Armitage v. Garnett	C. A. [1893] 3 Ch. 337 ..	890
Armour v. Bate	C. A. [1891] 2 Q. B. 233 ..	673
Armson :—Pharmaceutical Society v.	C. A. [1894] 2 Q. B. 720 ..	570, 571
Armstrong, In re. Ex parte Lindsay	[1892] 1 Q. B. 327 ..	203, 545
Armstrong v. Armstrong	[1892] P. 98 ..	283
Armstrong, Mitchell & Co. :—O'Neill v.	[1895] 2 Q. B. 70; C. A. [1895] 2 Q. B. 418 ..	826
Arnold :—Booth v.	C. A. [1895] 1 Q. B. 571 ..	87, 268
Arnold :—Burt v. In re Jeffery	[1891] 1 Ch. 671 ..	374, 981
Arnold v. Burt. In re Jeffery	[1895] 2 Ch. 577 ..	375
Arnold v. Smith. In re Smith	[1895] W. N. 154 (16) ..	932
Arrow Shipping Co. v. Tyne Improvement Commissioners. The "Crystal"	H. L. (E.) [1894] A. C. 508 ..	350, 833
Art Union of London v. Savoy (Overseers)	C. A. [1894] 2 Q. B. 609 ..	731
Asfar & Co. v. Blundell	[1895] 2 Q. B. 196; C. A. [1895] W. N. 143 (13) ..	389, 816
Ash v. Ash	[1893] P. 222 ..	280
Ashburner v. Sewell	[1891] 3 Ch. 405 ..	948, 965
Ashbury v. Ellis	J. C. [1893] A. C. 339 ..	527
Ashby, In re. Ex parte Wreford	[1892] 1 Q. B. 872 ..	787, 930
Ashby :—Hindson v.	[1895] W. N. 147 (9) ..	752
Ashford v. Brooks. In re Hooper	[1892] W. N. 151 ..	8
Ashling v. Boon	[1891] 1 Ch. 568 ..	307, 612, 859
Ashmead, Ex parte. In re Nance	C. A. [1893] 1 Q. B. 590 ..	56, 222, 860
Ashton, In the Goods of	[1892] P. 83 ..	700, 978, 996
Ashwell :—Soar v.	C. A. [1893] 2 Q. B. 390 ..	926
"Asia," The	[1891] P. 121 ..	228, 801
Askew v. Askew	[1891] P. 174 ..	692
Aspinall v. Sutton	[1894] 2 Q. B. 849 ..	876
Assicurazioni Generali v. SS. Bessie Morris Co.	[1892] 1 Q. B. 571; C. A. [1892] 2 Q. B. 652 ..	386, 812
Asten v. Astén	[1894] 3 Ch. 260 ..	994
Astwood v. Cobbold	J. C. [1894] A. C. 150 ..	402, 514
Astwood :—Cobbold v.	J. C. [1894] A. C. 150 ..	402, 514
Astwood :—Henderson v.	J. C. [1894] A. C. 150 ..	402, 514
Atherden :—Morris v. In re Morris	[1894] W. N. 85 ..	985
Atherton, In re	[1891] W. N. 85 ..	783
Atherton, In the Goods of	[1892] P. 104 ..	698
Atherton :—Cowap v.	[1893] 1 Q. B. 49 ..	397
Athole (Duke of) :—M'Inroy v.	H. L. (S.) [1891] A. C. 629 ..	766
Atkinson, In re. Wilson v. Atkinson	[1892] 3 Ch. 52 ..	983
Atkinson v. Atkinson	[1895] W. N. 114 (3) ..	337, 382
Atkinson :—Moore v.	[1891] 1 Q. B. 269 ..	549
Atlantic and North-West Railway :—Casgrain v.	J. C. [1895] A. C. 282 ..	101, 104
Atlantic and North West Railway v. Wood	J. C. [1895] A. C. 257 ..	101
Attenborough :—Clutton & Co. v.	[1895] 2 Q. B. 308; C. A. [1895] 2 Q. B. 707 ..	73
Attenborough v. Henschel	[1895] 1 Q. B. 833 ..	232
Attorney-General v. Aberdare (Lord)	[1892] 2 Q. B. 684 ..	256
Attorney-General :—Bain v.	[1892] P. 217; C. A. [1892] P. 261 ..	430

TABLE OF CASES IN THE DIGEST.

IV

Name of Case.	Volume and Page.	Column of Digest.
Attorney-General v. Camberwell (Vestry)	[1894] W. N. 163	445
Attorney-General v. Cardiff (Corporation)	[1894] 2 Ch. 337	88
Attorney-General v. Chapman	[1891] 2 Q. B. 526	260
Attorney-General v. Christ Church, Oxford (Dean and Chapter)	[1894] 3 Ch. 524	112
Attorney-General v. Clerkenwell (Vestry)	[1891] 3 Ch. 527	531
Attorney-General v. Conduit Colliery Co.	[1895] 1 Q. B. 301	351, 497
Attorney-General v. Deeping St. Nicholas (Churchwardens)	[1892] W. N. 183	224
Attorney-General v. Dodd	[1894] 2 Q. B. 150	258
Attorney-General v. Edwards	[1891] 1 Ch. 194	870
Attorney-General v. Ellis	[1895] 2 Q. B. 466	259
Attorney-General v. Emerson	[1891] A. C. 649	325
Attorney-General v. Gosling	[1892] 1 Q. B. 545	260
Attorney-General v. Hatch	C. A. [1893] 3 Ch. 36	870
Attorney-General v. Hooper	[1893] 3 Ch. 498	874
Attorney-General v. Jacobs-Smith	[1895] 1 Q. B. 472; C. A. [1895] 2 Q. B. 341	255, 258
Attorney-General v. Logan	[1891] 2 Q. B. 100	531, 532
Attorney-General v. Loyd	[1895] 1 Q. B. 496	259
Attorney-General v. Manchester (Corporation)	[1893] 2 Ch. 87	531, 623
Attorney-General v. Metropolitan Railway	C. A. [1894] 1 Q. B. 384	724
Attorney-General v. Meyrick. In re Christchurch Inclosure Act	H. L. (E.) [1893] A. C. 1	125
Attorney-General v. Meyrick v.	[1894] 3 Ch. 209	125, 873
Attorney-General v. Moore	[1893] 1 Ch. 676	221, 249, 915
Attorney-General v. Morgan	C. A. [1891] 1 Ch. 432	494
Attorney-General v. Newcastle-on-Tyne (Corporation)	H. L. (E.) [1892] A. C. 568	87
Attorney-General v. North Metropolitan Tramways Co.	[1892] 3 Ch. 70	607, 610, 912
Attorney-General v. Robertson	[1892] 2 Q. B. 694; C. A. [1893] 1 Q. B. 293	260
Attorney-General v. St. John's Hospital, Bath	[1893] 3 Ch. 151	413
Attorney-General v. Smith	[1892] 2 Q. B. 289; C. A. [1893] 1 Q. B. 239	258, 259
Attorney-General v. Sudeley (Lord)	[1895] 2 Q. B. 526	258
Attorney-General v. Worrall	C. A. [1895] 1 Q. B. 99	255
Attorney-General for Canada v. Attorney-General of Ontario	J. C. [1894] A. C. 189	100, 122
Attorney-General of Jamaica v. Jamaica Railway Co.	J. C. [1893] A. C. 127	402
Attorney-General of Jamaica v. West India Improvement Co. v.	J. C. [1894] A. C. 243	401, 726
Attorney-General and Receiver-General for Jersey v. Le Moignan	J. C. [1892] A. C. 402	403, 407
Attorney-General and Receiver-General for Jersey v. Turner	J. C. [1893] A. C. 326	402
Attorney-General of the Duchy of Lancaster v. London and North-Western Railway Co.	C. A. [1892] 3 Ch. 274	616
Attorney-General of Manitoba v. Brophy	J. C. [1895] A. C. 202	101, 123
Attorney-General for New South Wales v. Macleod	J. C. [1891] A. C. 465	523
Attorney-General for New South Wales v. Makin	J. C. [1894] A. C. 57	241, 523
Attorney-General for New South Wales v. Sydney (Municipal Council) v.	J. C. [1894] A. C. 444	125, 525
Attorney-General of Ontario v. Attorney-General for Canada	J. C. [1894] A. C. 189	100, 122
Attorney-General for Trinidad and Tobago v. Bourne	J. C. [1895] A. C. 83	248
Attorney-General for Trinidad and Tobago v. Eriché	J. C. [1893] A. C. 518	238, 307, 916

Name of Case.	Volume and Page.	Column of Digest.
Attrill:—Huntington v.	J. C. [1893] A. C. 150 ..	200, 393, 862
Auckland (District Highway Board):—Etherley Grange Coal Co. v.	C. A. [1894] 1 Q. B. 37 ..	353
Audenshaw Paint and Colour Co.:—McNair & Co. v. "August," The	[1891] 2 Q. B. 502 ..	588
Austin v. Beddoe	[1891] P. 328 ..	817
Austin v. Bowker v. In re Lawrance	[1893] W. N. 78 ..	313
Austin v. St. Mary, Newington (Vestry)	[1894] 1 Ch. 556 ..	850
Australasian Alkaline Reduction and Smelting Syndicate, In re	C. A. [1894] 2 Q. B. 524 ..	458, 864
Australasian Automatic Weighing Machine Co. v. Walter	[1891] W. N. 209 ..	186
Australasian Investment Co., Ex parte. In re Queensland Mercantile and Agency Co. Ex parte Union Bank of Australia	[1891] W. N. 170 ..	634
Australasian Mining Co., In re	[1891] 1 Ch. 586 C. A. [1892] 1 Ch. 219 ..	199
Australian Cities Investment Corporation, Limited:—Randwick (Council of the Borough of) v.	[1893] W. N. 74 ..	156
Australian Newspaper Co. v. Bennett	J. C. [1893] A. C. 322 ..	407, 525
Automatic Weighing Machine Co.:—Everitt v. Avery v. Wood	J. C. [1894] A. C. 284 ..	263, 632
"Avon," The, and The "Thomas Jolliffe"	[1892] 3 Ch. 506 ..	159
Aylesford (Countess of) v. Great Western Railway Co.	C. A. [1891] 3 Ch. 115 ..	215, 602
Aylesford (Earl of) v. Poulett (Earl) (No. 1)	[1891] P. 7 ..	802
(No. 2)	[1892] 2 Q. B. 626 ..	236
Aylward v. Lewis	C. A. [1891] 1 Ch. 248 ..	502, 845
	[1892] 2 Ch. 60 ..	203, 363, 545, 924
	[1891] 2 Ch. 81 ..	509
B.		
B——, In re (No. 1)	[1891] 3 Ch. 274 ..	463
——— (No. 2)	L.J.J. [1892] 1 Ch. 459 ..	463
——— (No. 3)	L.J.J. [1892] 3 Ch. 194 ..	464
B.:—L. (otherwise B.) v.	[1895] P. 274 ..	284
Bach, In re. Walker v. Bach. Lloyd's Bank v. Bach	[1892] W. N. 108 ..	6
Bache v. Billingham	C. A. [1894] 1 Q. B. 107 ..	23, 836
Badcock v. Cumberland Gap Park Co.	[1893] 1 Ch. 362 ..	661
Baddeley v. Bailey	[1893] W. N. 56 ..	615
Baddeley:—Willis & Co. v.	C. A. [1892] 2 Q. B. 324 ..	610
Baden-Powell v. Wilson	[1894] W. N. 146 ..	673
Badische Anilin und Soda Fabrik v. Johnson & Co.	C. A. [1895] W. N. 153 (12)	664
Badische Anilin und Soda Fabrik v. Schott, Segner & Co.	[1892] 3 Ch. 447 ..	147
Baerlein v. Chartered Mercantile Bank	C. A. [1895] 2 Ch. 488 ..	124
Baerselman v. Bailey	C. A. [1895] 2 Q. B. 301 ..	814
Bagge v. Whitehead	C. A. [1892] 2 Q. B. 355 ..	797
Baggs, In re	[1894] 2 Ch. 416, n. ..	466
Bagley:—Compton v.	[1892] 1 Ch. 313 ..	947
Bagot, In re. Paton v. Omerod	C. A. [1893] 3 Ch. 348 ..	987
Bagot:—Perkins v. In re Perkins	[1893] 1 Ch. 283 ..	578
Bagot's Settlement, In re. Bagot v. Kittoe	[1894] 1 Ch. 177 ..	780
Bahama Islands, In re Special Reference from the	J. C. [1893] A. C. 138 ..	123, 203, 249
Bailey:—Baddeley v.	[1893] W. N. 56 ..	615
Bailey:—Baerselman v.	C. A. [1895] 2 Q. B. 301 ..	814
Bailey v. Barnes	C. A. [1894] 1 Ch. 25 ..	512, 946

Name of Case.	Volume and Page.	Column of Digest.
Bailey:—Smith v.	C. A. [1891] 2 Q. B. 403 ..	443
Bain v. Attorney-General	[1892] P. 217; C. A. [1892] P. 261 ..	430
Baine:—M'Cowan v. The "Niobe"	H. L. (S.) [1891] A. C. 401 ..	385
Baines, Ex parte. In re National Wholemeal Bread and Biscuit Co.	[1892] 2 Ch. 457 ..	180, 190
Baines & Co.:—Hanfstaengl v.	C. A. [1894] 3 Ch. 109; H. L. (E.) [1895] A. C. 20 ..	220
Baird v. East Riding Club and Race Course Co.	[1891] W. N. 144 ..	672
Baird:—Paxton v.	[1893] 1 Q. B. 139 ..	590, 677
Baird v. Tunbridge Wells (Corporation)	C. A. [1894] 2 Q. B. 867 ..	874
Baird:—Walker v.	J. C. [1892] A. C. 491 ..	249
Baker v. Carrick	C. A. [1894] 1 Q. B. 838 ..	266
Baker:—National Telephone Co. v.	[1893] 2 Ch. 186 ..	532, 533, 888
Baker:—Reg. v.	C. C. R. [1895] 1 Q. B. 797 ..	242
Baker v. Stone. In re Stone	C. A. [1895] 2 Ch. 196 ..	973
Baker v. Williams	[1893] W. N. 14 ..	947
Baker v. Yorkshire Fire and Life Insurance Co.	[1892] 1 Q. B. 144 ..	26
Baker & Sons:—Smith v.	H. L. (E.) [1891] A. C. 325 ..	231, 486, 489
Baker, Tuckers & Co., In re	[1894] W. N. 33 ..	187
Bakewell v. Davis	[1894] 1 Q. B. 296 ..	9
Balcarres Brook Steamship Co.:—Wilson, Sons & Co. v.	C. A. [1893] 1 Q. B. 422 ..	638
Baldwin v. Dover (Justices of)	[1892] 2 Q. B. 421 ..	395
Balfour:—Munro v.	[1893] 1 Q. B. 113 ..	544
Balfour, Williamson & Co.:—Dunlop & Sons v.	[1892] 1 Q. B. 507 ..	807
Balkis Consolidated Co.:—Tomkinson v.	C. A. [1891] 2 Q. B. 614; H. L. (E.) [1893] A. C. 396 ..	158, 162
Ball, Ex parte. In re Simonson	[1894] 1 Q. B. 438 ..	42, 837
Ballard v. Milner	[1895] W. N. 14 ..	659
Ballard:—St. George's (Local Board) v.	C. A. [1895] 1 Q. B. 702 ..	871
Banchereau:—Peters v. In re Deneker	[1895] W. N. 28 ..	986
Bangor (Bishop of) v. Parry	[1891] 2 Q. B. 277 ..	112
Banham:—Reddaway v.	C. A. [1895] 1 Q. B. 286 ..	909
Bank of Africa v. Salisbury Gold Mining Co.	J. C. [1892] A. C. 281 ..	160, 519
Bank of Australasia:—Rose v.	H. L. (E.) [1894] A. C. 687 ..	824
Bank of Brazil, Ex parte. In re English Bank of the River Plate	[1893] 2 Ch. 438 ..	73, 189, 861
Bank of China, Japan and the Straits v. American Trading Co.	J. C. [1894] A. C. 266 ..	206, 407
Bank of England, Ex parte. In re South American and Mexican Co.	C. A. [1895] 1 Ch. 37 ..	306
Bank of England:—Prescott, Dimsdale, Cave, Tugwell & Co., Ltd. v.	C. A. [1894] 1 Q. B. 351 ..	37
Bank of England:—Reg. v.	[1891] 1 Q. B. 785 ..	33
Bank of England v. Vagliano Bros.	H. L. (E.) [1891] A. C. 107 ..	37, 73, 861
Bank of Scotland v. Dominion Bank, Toronto	H. L. (S.) [1891] A. C. 592 ..	74
Bank of South Australia, In re (No. 1)	[1894] 3 Ch. 722 ..	166, 196
(No. 2)	C. A. [1895] 1 Ch. 578 ..	166, 196
Bankier Distillery:—Young (John) & Co. v.	H. L. (S.) [1893] A. C. 691 ..	498, 752
Bankruptcy Notice, In re A. Ex parte Official Receiver	C. A. [1895] 1 Q. B. 609 ..	39
Bankruptcy (Trustee in), Ex parte. In re Vince	[1892] 1 Q. B. 587; C. A. [1892] 2 Q. B. 478 ..	54, 57
Banks:—Catton v.	[1893] 2 Ch. 221 ..	550

Name of Case.	Volume and Page.	Column of Digest.
Banks v. Heaven. In re Burton's Will	[1892] 2 Ch. 38 ..	375, 981
Banks v. Hollingsworth	C. A. [1893] 1 Q. B. 442 ..	444
Banks and James' Trade-mark, In re	[1895] W. N. 116 (14) ..	901, 906
Bannerman :—Hamelin v.	J. C. [1895] A. C. 237 ..	105, 752, 963
Banque d'Hochelaga v. Jodoin	J. C. [1895] A. C. 612 ..	105
Banque du Peuple :—Bryant, Powis, & Bryant, Ltd. v.	J. C. [1893] A. C. 170 ..	74, 682
Banque Russe et Française v. Clark	C. A. [1894] W. N. 203 ..	669
Bantoft :—Spurling v.	[1891] 2 Q. B. 384 ..	422, 473, 876
Barbados Water Supply Co. :—Trent-Stoughton v. ..	J. C. [1893] A. C. 502 ..	70
Barber v. Burt	[1894] 2 Q. B. 437 ..	230
Barber v. Jeckells	[1893] W. N. 91 ..	505
Barber v. Mackrell	[1892] W. N. 87; C. A. [1892] W. N. 133 ..	73
Barber v. Penley	[1893] 2 Ch. 447 ..	531, 533
Barbour :—Ricketson v.	J. C. [1893] A. C. 194 ..	524
Barclay v. Pearson	[1893] 2 Ch. 154 ..	461
Barclay :—Portsea Island Building Society v. ..	[1894] 3 Ch. 86; C. A. [1895] 2 Ch. 298 ..	94
Barfield :—Ellis v. In re Northage	[1891] W. N. 84 ..	144, 889
Bargen, In re. Ex parte Hasluck	[1894] 1 Q. B. 444 ..	83, 84
Baring, In re. Jeune v. Baring	[1893] 1 Ch. 61 ..	782, 890, 932
Baring v. Abingdon	C. A. [1892] 2 Ch. 374 ..	126
Baring :—Republic of Chili v.	[1891] W. N. 138 ..	613
Baring Bros. & Co. v. Marine Insurance Co. ..	[1893] W. N. 164 ..	390
Baring Bros. & Co. v. North Western of Uruguay Railway Co.	C. A. [1893] 2 Q. B. 406 ..	674
Baring Bros. & Co. :—Venables v.	[1892] 3 Ch. 527 ..	522
Barker, In re. Buxton v. Campbell	[1892] 2 Ch. 491 ..	440
Barker, In the Goods of	[1891] P. 251 ..	704
Barker :—Collins v.	[1893] 1 Ch. 578 ..	47, 55, 553
Barker v. Furlong	[1891] 2 Ch. 172 ..	80, 672, 675, 917
Barker :—Hutchinson v.	[1894] W. N. 198 ..	645
Barker's Claim. In re McHenry. McDermott v. Boyd	C. A. [1894] 3 Ch. 290 ..	441, 516
Barlow :—Newbold Friendly Society v.	[1893] 2 Q. B. 128 ..	336
Barlow v. Terrett	[1891] 2 Q. B. 107 ..	455
Barnard, Ex parte. In re Great Kruger Gold Mining Co.	C. A. [1892] 3 Ch. 307 ..	173, 174
Barnard v. Faber	C. A. [1893] 1 Q. B. 340 ..	382
Barnard v. Tomson	[1894] 1 Ch. 374 ..	93
Barnardo v. McHugh	[1891] 1 Q. B. 194; H. L. (E.); [1891] A. C. 388 ..	361, 373
Barnardo v. Ford. Gossage's Case	H. L. (E.); [1892] A. C. 326 ..	349, 586
Barnardo :—Reg. v. Jones's Case	[1891] 1 Q. B. 194; H. L. (E.); [1891] A. C. 388 ..	373, 586
Barned v. Sax. In re Sax	[1893] W. N. 104 ..	145, 995
Barnes :—Bailey v.	C. A. [1894] 1 Ch. 25 ..	512, 947
Barnes v. London, Edinburgh and Glasgow Life Insurance Co.	[1892] 1 Q. B. 864 ..	382
Barres :—Newen v. In re Newen	[1894] 2 Ch. 297 ..	780, 920
Barnett v. King	C. A. [1891] 1 Ch. 4 ..	58
Barnett v. Hickmott	[1895] 1 Q. B. 691 ..	548
Barnett & Co. :—Hurlbatt v.	C. A. [1893] 1 Q. B. 77 ..	25, 657

TABLE OF CASES IN THE DIGEST.

xix

Name of Case.	Volume and Page.	Column of Digest.
Barney, In re. <i>Barney v. Barney</i>	[1892] 2 Ch. 265	928
Barney, In re. <i>Harrison v. Barney</i>	[1894] 3 Ch. 562	775
<i>Barney v. Joshua Stubbs, Limited.</i> In re <i>Joshua Stubbs, Limited</i>	[1891] 1 Ch. 187; C. A. [1891] 1 Ch. 475	179, 654
Barr:— <i>Hewett v.</i>	C. A. [1891] 1 Q. B. 98	677
Barras:— <i>John Morley Building Co. v.</i>	[1891] 2 Ch. 386	136
Barrett:— <i>Winnipeg (City) v.</i>	J. C. [1892] A. C. 445	100, 101, 123
Barrow <i>v. Isaacs & Son</i>	C. A. [1891] 1 Q. B. 417	425
Barry Railway Co.:— <i>Jackson v.</i>	C. A. [1893] 1 Ch. 238	23
Barry Railway <i>v. Taff Vale Railway</i>	C. A. [1895] 1 Ch. 128	727, 728
Barry and Cadoxton (Local Board) <i>v. Parry</i> ..	[1895] 2 Q. B. 110	872
Barstaple Division of Essex (Commissioners of Taxes):— <i>Reg. v.</i>	[1895] 2 Q. B. 123	898
Barstow:— <i>Bird v.</i>	C. A. [1892] 1 Q. B. 94	482, 680
Bartholomay Brewing Co. (of Rochester) <i>v. Wyatt</i> ..	[1893] 2 Q. B. 499	366
Bartholomew:— <i>Gray v.</i>	C. A. [1895] 1 Q. B. 209	645, 646
Bartholomew:— <i>Radcliffe v.</i>	[1892] 1 Q. B. 161	863, 878
<i>Bartlett v. Ford's Hotel Co.</i>	C. A. [1895] 1 Q. B. 850; H. L. (E.) [1895] W. N. 153 (10)	26
<i>Bartlett v. West Metropolitan Tramways Co. (No. 1)</i> {	[1893] W. N. 130; [1893] 3 Ch. 437	634, 913
(No. 2)	[1894] 2 Ch. 286	913
<i>Barton v. Irwin.</i> In re <i>Irwin</i>	[1895] W. N. 23	924
Bartram:— <i>Monk v.</i>	C. A. [1891] 1 Q. B. 346	633
Basset <i>v. St. Lavan.</i>	[1894] W. N. 204	996
Bassett, In re. <i>Bassett v. Bassett</i>	[1894] 3 Ch. 179	592
Bassett:— <i>North v.</i>	[1892] 1 Q. B. 333	91, 885
Bassett <i>v. Tong</i>	[1894] 2 Q. B. 332	235
Bassett's Plaster Co., In re	[1894] 2 Q. B. 96	176, 235, 798
Bats:— <i>Armour v.</i>	C. A. [1891] 2 Q. B. 233	673
Bater and the Corporation of Birkenhead, In re ..	[1893] 1 Q. B. 679; C. A. [1893] 2 Q. B. 77	534, 881
Bates <i>v. Kesterton</i>	[1895] W. N. 153 (13)	482
Bath, St. John's Hospital:— <i>Attorney-General v.</i> ..	[1893] 3 Ch. 151	413
Bath and Wells (Bishop of):— <i>Marriner v.</i>	[1893] P. 145, n.	299
Bath Union (Guardians) <i>v. Berwick-upon-Tweed</i> {	[1892] 1 Q. B. 781	574
Union (Guardians)	[1892] W. N. 101	749
Bath <i>v. Tunks</i>	[1892] W. N. 101	749
Battersea (Lord) <i>v. Commissioners of Sewers for London</i>	[1895] 2 Ch. 703	433
<i>Baumwoll Manufactur von Scheibler v. Furness</i> ..	[1891] 2 Q. B. 310; C. A. [1892] 1 Q. B. 253; H. L. (E.) [1893] A. C. 8	818
<i>Baumwoll Manufactur von Scheibler v. Gilchrest & Co.</i> {	[1891] 2 Q. B. 310; C. A. [1892] 1 Q. B. 253; H. L. (E.) [1893] A. C. 8	818
<i>Bawden, In re. National Provincial Bank v. Cresswell.</i> {	[1894] 1 Ch. 693	971, 964
<i>Bawden v. Cresswell.</i>	C. A. [1892] 2 Q. B. 534	382, 684
<i>Bawden v. London, Edinburgh and Glasgow Life Insurance Co.</i>	[1892] 1 Q. B. 587; C. A. [1892] 2 Q. B. 478	54, 553
<i>Baxter, Ex parte.</i> In re <i>Vince</i>	[1895] W. N. 80	630, 855
<i>Baxendale v. Lucas</i>	[1895] 1 Q. B. 768	351
<i>Baxendale:—Phythian v.</i>	C. A. [1895] 1 Q. B. 455	584, 671
<i>Baxter v. France (No. 1)</i>	C. A. [1895] 1 Q. B. 591	671
(No. 2)		

Name of Case.	Volume and Page.	Column of Digest.
Bayard:—Reg. v.	[1892] 2 Q. B. 181..	245
Baylis, Ex parte. In re Thompson	[1894] 1 Q. B. 462..	841
Baynes & Co. v. Lloyd & Sons	[1895] 1 Q. B. 820; C. A. { [1895] 2 Q. B. 610 .. }	427
Beales:—Leveson v. In re Applebee	[1891] 3 Ch. 422 ..	985
Beall, In re. Ex parte Beall	C. A. [1894] 2 Q. B. 135 ..	52
Beall:—Joyce v.	[1891] 1 Q. B. 459 ..	605
Bean v. Flower	C. A. [1895] W. N. 120 (12)	670
Bean:—Wilding v.	[1891] 1 Q. B. 100 ..	669
Beard:—Hart v.	[1895] W. N. 156 (4)	548
Beardmore, Ex parte. In re Clark	C. A. [1894] 2 Q. B. 393 ..	45
Beasley v. Roney	[1891] 1 Q. B. 509 ..	475
Beaton v. Boulton	[1891] W. N. 30 ..	508
Beauchamp, Ex parte. In re Beauchamp Bros. .. {	C. A. [1894] 1 Q. B. 1; { H. L. (E.) [1894] A. C. { 607 }	41, 54, 62, 406, 558, 630
Beauchamp:—Lovell & Christmas v.	H. L. (E.) [1894] A. C. 607	41, 54, 62, 406, 558, 630
Beauchamp Bros.:—Harris v. (No. 1)	[1893] 2 Q. B. 534..	557
(No. 2)	C. A. [1894] 1 Q. B. 801 ..	406, 652
Beauclerk v. Beauclerk (No. 1)	C. A. [1891] P. 189 ..	281
(No. 2),	[1895] P. 220 ..	282
Beaumont, In re	[1893] 3 Ch. 490 ..	289
Beaumont:—Norman v.	[1893] W. N. 45 ..	514
Beaver v. Victoria Supreme Court of (Master in Equity of)	J. C. [1895] A. C. 251 ..	254, 954
Beckett v. Tower Assets Co.	[1891] 1 Q. B. 1; C. A. { [1891] 1 Q. B. 638 .. }	77
Beddoe, In re. Downes v. Cottam	C. A. [1893] 1 Ch. 547 ..	583, 595
Beddoe:—Austin v.	[1893] W. N. 78 ..	313
Bedford:—Schlesinger v.	C. A. [1893] W. N. 57 ..	214, 625
Bedford Urban Sanitary Authority and Bedfordshire County Council, In re	[1894] 2 Q. B. 786 ..	226, 355
Bedingfield and Herring, In re	[1893] 2 Ch. 332 ..	946
"Bedouin," The	C. A. [1894] P. 1 ..	385
Bedouin Steam Navigation Co.:—Henry Smith & Co. v.	H. L. (S.) [1895] W. N. { 150 (6) }	817
Beedom:—Hadley & Son v.	[1895] 1 Q. B. 646 ..	76
Beeman, In re. Fowler v. James	[1895] W. N. 151 (1)	314
Beeny, In re. Ffrench v. Sproston	[1894] 1 Ch. 499 ..	644
Beesley and King, In re. Ex parte King and Beesley	[1894] W. N. 182 ..	55
Beighton v. Beighton	[1895] W. N. 119 (7)	439
Belfield v. Bourne	[1894] 1 Ch. 521 ..	554
Bell, In re. Bell v. Bell	[1894] W. N. 9 ..	8, 646
Bell, In re. Jeffery v. Sayles	C. A. [1895] W. N. (8)	513
Bell v. Danson. In re Danson	[1895] W. N. 102 ..	971
Bell v. Dudley (Earl of)	[1895] 1 Ch. 182 ..	365, 497, 862
Bell:—Perkins v.	C. A. [1893] 1 Q. B. 193 ..	345
Bell:—Stuart v.	C. A. [1891] 2 Q. B. 341 ..	266, 263
Bell & Co. v. Antwerp, London and Brazil Line	C. A. [1891] 1 Q. B. 103 ..	666
Bellamy v. Davey	[1891] 3 Ch. 540; C. A. { [1891] W. N. 192 .. }	209, 874
Bellamy v. Debenham	[1891] 1 Ch. 412 ..	944
Bellencontre, In re	C. A. [1891] 2 Q. B. 122 ..	244
Bellyse v. M'Ginn	[1891] 2 Q. B. 227 ..	55, 318, 795
Bence, In re. Smith v. Bence	C. A. [1891] 3 Ch. 242 ..	990

Name of Case.	Volume and Page.	Column of Digest.
Bendy, In re. Wallis v. Bendy	[1895] 1 Ch. 109 ..	786
Benham :—Aas v.	C. A. [1891] 2 Ch. 244 ..	556
Bennett, In re. In re Sharpe. Masonic and General Life Assurance Co. v. Sharpe	C. A. [1892] 1 Ch. 154 ..	139, 438, 857
Bennett :—Australian Newspaper Co. v.	J. C. [1894] A. C. 284 ..	263, 632
Bennett v. Bennett. In re Fish	C. A. [1893] 2 Ch. 418 ..	376, 596, 604, 633, 840, 924
Bennett :—Cox v.	C. A. [1891] 1 Ch. 617 ..	480, 633
Bennett :—Keeble v.	[1894] 2 Q. B. 329 ..	232
Bennett v. Rebbeck. In re Rebbeck	[1894] W. N. 69 ..	311
Bensaude v. Hastings. In re Tatham	[1892] W. N. 150 ..	276
Benson v. Grant. In re Brown	[1895] W. N. 115 (9) ..	582
Bentham Hemp Spinning Co. :—Reddaway v.	C. A. [1892] 2 Q. B. 639 ..	902
Bentinck :—Davey v.	C. A. [1893] 1 Q. B. 185; C. A. [1892] W. N. 186 ..	616, 617, 638
Bentinck v. London Joint Stock Bank	[1893] 2 Ch. 120 ..	36, 522, 863
Bentley v. Manchester, Sheffield and Lincolnshire Railway Co.	[1891] 3 Ch. 222 ..	253, 631
Bentley (H.) & Co. and Yorkshire Breweries :—Shaw v.	[1893] W. N. 83 ..	158
Bentzen v. Taylor, Sons & Co. (No. 1)	C. A. [1893] 2 Q. B. 193 ..	660
(No. 2)	C. A. [1893] 2 Q. B. 274 ..	808
Berens :—Hickman v.	[1895] 2 Ch. 638 ..	198
Berger :—Reg. v.	[1894] 1 Q. B. 823 ..	241, 246
Berger :—Shepherd v.	[1891] 1 Q. B. 597 ..	426
Berners, In re. Berners v. Calvert	[1892] W. N. 171 ..	786
Bernstein v. Bernstein (No. 1)	[1892] P. 375 ..	278
(No. 2)	C. A. [1893] P. 292 ..	278
Berry :—Wyatt v.	[1893] P. 5 ..	694
Bertram Luipaard's Vlei Gold Mining Co., In re	C. A. [1892] 3 Ch. 332 ..	173, 174
Berwick-upon-Tweed Union (Guardians) :—Bath Union (Guardians) v.	[1892] 1 Q. B. 731 ..	574
Bessie Morria SS. Co. :—Assicurazioni Generali v.	[1892] 1 Q. B. 571; C. A. [1892] 2 Q. B. 652 ..	386
Bethnal Green, St. Matthew (Vestry) :—Fortescue v.	[1891] 2 Q. B. 170 ..	448
Bethnal Green, St. Matthew (Churchwardens, &c.) :—West Ham (Guardians) v. (No. 1)	[1892] 2 Q. B. 65; C. A. [1892] 2 Q. B. 676; H. L. (E.) [1894] A. C. 230 ..	575
(No. 2)	C. A. [1895] 1 Q. B. 662 ..	573
Bethnal Green, In re Poor Lands Charity,	[1891] 3 Ch. 400 ..	111
Bethune v. Bethune	[1891] P. 205 ..	281
Betjemann v. Betjemann	C. A. [1895] 2 Ch. 474 ..	438
Betts :—Comfort v.	C. A. [1891] 1 Q. B. 737 ..	28
Bevan v. London Portland Cement Co.	[1892] W. N. 151 ..	293, 934
Bevan v. Westacott	[1891] 1 Q. B. 774 ..	648, 850
Bewes :—Radcliffe v. In re Radcliffe	[1891] 2 Ch. 662; C. A. [1892] 1 Ch. 227 ..	491, 580
Bexley Heath Railway Co. v. North	C. A. [1894] 2 Q. B. 579 ..	412
Bexton :—United Forty Pound Club v.	[1891] 1 Q. B. 28, n. ..	77
Beyts v. Craig, In re. Ex parte Cooper	[1894] W. N. 56 ..	48, 837
Biddulph v. Billiter Street Offices Co.	[1895] W. N. 98 ..	508
Bidwell Brothers, In re	[1893] 1 Ch. 603 ..	146
Bielby :—Hardcastle v.	[1892] 1 Q. B. 769 ..	351
Biggs v. Dagnall	[1895] 1 Q. B. 207 ..	616
Biggs v. Evans	[1894] 1 Q. B. 88 ..	320
Bignell, In re. Bignell v. Chapman	C. A. [1892] 1 Ch. 59 ..	656, 933
Billingham :—Bache v.	C. A. [1894] 1 Q. B. 107 ..	23, 336

Name of Case.	Volume and Page.	Column of Digest.
Billiter Street Offices Co.:—Biddulph v.	[1895] W. N. 98	508
Bills v. Tatham. In re Patrick	[1891] 1 Ch. 82	790
Bilston (Commissioners):—Wolverhampton (Corporation) v.	[1891] 1 Ch. 315; C. A. } [1891] W. N. 56	962
Binning v. Binning	[1895] W. N. 116 (16)	404, 993
Binnington & Co.:—Budgett & Co. v.	[1891] 1 Q. B. 35	810
Binstead, In re. Ex parte Dale	C. A. [1893] 1 Q. B. 199	39, 279
Birch:—Norris v.	[1895] 1 Q. B. 639	492
Bircham, In re	C. A. [1895] 2 Ch. 786	502, 844
Bird, In re. Pitman v. Pitman	[1892] 1 Ch. 279	210
Bird v. Barstow	C. A. [1892] 1 Q. B. 94	482, 680
Bird v. Davey	C. A. [1891] 1 Q. B. 29	80
Bird:—St. Martin-in-the-Fields (Vestry) v.	C. A. [1895] 1 Q. B. 428	452
Bird v. St. Mary Abbots, Kensington (Vestry)	[1895] 1 Q. B. 912	454
Bird:—Wandsworth (District Board) v.	[1892] 1 Q. B. 481	457
Bird:—Wiand v.	[1894] P. 262	696
Birkdale Steam Laundry and Carpet Beating Co., In re	[1893] 2 Q. B. 386	174, 175
Birkett v. Purdom	H. L. (S.) [1895] A. C. 371	763
Birmingham (Corporation) v. Foster	[1894] W. N. 43	473
Birmingham and District Land Co. and Allday, In re	[1893] 1 Ch. 342	943, 947
Birmingham Vinegar Brewery Co.:—Powell v. (No. 1) (No. 2)	C. A. [1893] 2 Ch. 388; } H. L. (E.) [1894] A. C. 8 }	907
Bischoffsheim:—Boyd v.	C. A. [1894] 3 Ch. 449	910
Bishop v. Smyrna and Cassaba Railway (No. 1) (No. 2)	C. A. [1895] 1 Ch. 1	587
Bishopsgate Foundation (The), In re	[1895] 2 Ch. 265	166
Bissill v. Bradford and District Tramways Co. (No. 1) (No. 2)	[1895] 2 Ch. 596	165
Bishopsgate Foundation (The), In re	[1894] 1 Ch. 185	413
Bissill v. Bradford and District Tramways Co. (No. 1) (No. 2)	[1891] W. N. 51	135, 654
Blaby:—Reg. v.	C. A. [1893] W. N. 44	850
Black v. Christchurch Finance Co.	C. C. R. [1894] 2 Q. B. } 170	245
Black v. Clay	J. C. [1894] A. C. 48	485
Black v. Dawson	H. L. (S.) [1894] A. C. 368	419, 764
Black:—Twigg v. In re Twigg	C. A. [1895] 1 Q. B. 848	665
Black v. Williams	[1892] 1 Ch. 579	394
Blackledge v. Anderton	[1895] 1 Ch. 408	827
Blackman v. Fysh	[1893] W. N. 112	637
Blackpool Winter Gardens and Pavilion Co.:—Fuller v.	C. A. [1892] 8 Ch. 209	651, 977
Blake, In re	C. A. [1895] 2 Q. B. 429	218
Blake v. Halse	C. A. [1895] W. N. 51	631
Blaker v. Tillstone	[1892] W. N. 143	17
Blakeway v. Patteshall	[1894] 1 Q. B. 345	534, 881
Bland v. Low. In re Low	[1894] 1 Q. B. 247	230, 640
Bland's Case. In re Westmoreland Green and Blue Slate Co.	C. A. [1894] 1 Ch. 147	5, 672
Blandford v. Blandford	C. A. [1893] 2 Ch. 612	189
Blane, Ex parte. In re Hallett & Co.	[1892] P. 148	277
Blanter, In re. Lowe v. Cooke	C. A. [1894] 2 Q. B. 237	46
Blantyre (Lord):—Clyde Navigation (Trustees) v.	C. A. [1891] W. N. 54	972, 976
Blazer Fire Lighter, Ltd., In re	H. L. (S.) [1893] A. C. 703	766
Blenkinsop:—Reg. v.	[1895] 1 Ch. 402	187, 732
Blewitt v. Tritton	[1892] 1 Q. B. 43	737
Blount v. Layard	C. A. [1892] 2 Q. B. 327	588, 860
Bloxwich Iron and Steel Co., In re	C. A. [1891] 2 Ch. 681, n.	325
"Blue Bell," The	[1894] W. N. 111	180
Bluman:—Marshall v.	[1895] P. 242	820
	[1893] W. N. 184	233

Name of Case.	Volume and Page.	Column of Digest.
Blundell :—Asfar & Co. v.	[1895] 2 Q. B. 196; C. A. ..	389, 816
Blyth v. Fladgate	[1895] W. N. 143 (13) ..	
Blyth :—Morgan v.	[1891] 1 Ch. 337	555, 848
Blyth :—Smith v.	[1891] 1 Ch. 337	555, 848
Blyth (Harbour Commissioners) v. Newsham and South Blyth (Churchwardens)	[1894] 2 Q. B. 293; C. A. ..	555, 848
Boake v. Stevenson	[1894] 2 Q. B. 675	724
Boaler, Ex parte. Reg. v. London (Lord Mayor of)	[1895] 1 Ch. 358	584
Boaler v. Brodhurst (No. 1)	[1893] 2 Q. B. 146	878
Boaler v. Brodhurst (No. 2)	[1892] W. N. 49	149
Board of Trade, Ex parte. In re Burr	[1892] W. N. 121	630
Board of Trade, Ex parte. In re Cornish	C. A. [1892] 2 Q. B. 467 ..	65
Board of Trade, Ex parte. In re Hedley	[1895] 2 Q. B. 634; C. A. ..	69, 437
Board of Trade, Ex parte. In re Lamb	[1895] W. N. 152 (3) ..	
Board of Trade, Ex parte. In re Norman	[1895] 1 Q. B. 923	50, 53
Board of Trade, Ex parte. In re Wallis	C. A. [1894] 2 Q. B. 805 ..	44, 57, 67, 68
Boards, In re. Knight v. Knight	C. A. [1893] 2 Q. B. 369 ..	50, 865
Boden :—Dando v.	C. A. [1891] W. N. 68	51
Boden v. Hensby	[1895] 1 Ch. 499	984
Boden v. Roscoe	[1893] 1 Q. B. 318	74, 679
Bodman, In re. Bodman v. Bodman	[1892] 1 Ch. 101	849
Bodmin (Mayor and Justices) :—Reg. v.	[1894] 1 Q. B. 608	16, 273
Body v. Halse	[1891] 3 Ch. 135	260, 998
Boehm, In the Goods of	[1892] 2 Q. B. 21	471, 604
Bogie :—Lord Advocate v.	[1892] 1 Q. B. 203	548
Boiler Explosions Act, 1882, Commissioners under :—	[1891] P. 247	703
Boiler, ex Elephant	H. L. (S.) [1894] A. C. 83 ..	259
Bolingbroke :—Reg. v.	C. A. [1891] 1 Q. B. 703 ..	86
Bolton v. Bolton	[1891] W. N. 52	832
Bolton v. Buckenham	[1893] 2 Q. B. 347	410
Bolton v. Currie (No. 1)	[1891] 3 Ch. 270	378
Bolton v. Currie (No. 2)	C. A. [1891] 1 Q. B. 278 ..	689
Bolton v. Natal Land and Colonization Co.	[1894] W. N. 122	650, 928
Bolton v. Salmon	[1895] 1 Ch. 544	929
Bolton's Estate, In re. Morant v. Bolton	[1892] 2 Ch. 124	145
Bolton (R.) & Co., In re. Salisbury-Jones and Dale's Case (No. 1)	[1891] 2 Ch. 48	512, 689
Bolton (R.) & Co. :—Davies v.	[1892] W. N. 114; C. A. ..	332
"Bona," The	[1892] W. N. 163	
Bonaparte v. Bonaparte	C. A. [1894] 3 Ch. 356	142
Bond v. Plumb	C. A. [1895] 1 Ch. 333	171, 172
Bonhote v. Henderson	[1894] 3 Ch. 678	129
Bonnard v. Perryman	C. A. [1895] P. 125	824
Boon :—Ashling v.	[1892] P. 402	284
Booth, In re. Booth v. Booth	[1894] 1 Q. B. 169	339
Booth v. Arnold	[1895] 1 Ch. 742; C. A. ..	791
Booth :—Cleary v.	[1895] 2 Ch. 202	
Booth :—Roberts v.	C. A. [1891] 2 Ch. 269	264, 621
Booth & Kettlewell, In re	[1891] 1 Ch. 568	307, 612, 859
Bootham Ward Strays York, In re. Commissioners of Inland Revenue v. Scott	[1894] 2 Ch. 282	973
	C. A. [1895] 1 Q. B. 571	87, 268
	[1893] 1 Q. B. 465	303
	[1893] 1 Ch. 52	648
	[1892] W. N. 156	506
	C. A. [1892] 2 Q. B. 152	712

Name of Case.	Volume and Page.	Column of Digest.
Borough Commercial and Building Society, In re (No. 1)	[1893] 2 Ch. 242	171
(No. 2)	C. A. [1894] 1 Ch. 289 ..	836
Borwick :—Reischer v.	C. A. [1894] 2 Q. B. 548 ..	386
Borwick :—Union Marine Insurance Co. v.	[1895] 2 Q. B. 279 ..	385
Bostock v. D'Eyncourt. In re Yates	[1891] 3 Ch. 53	973
Botham & Sons :—Laver v.	[1895] 1 Q. B. 59	314, 574
Botten v. City and Suburban Permanent Building Society	[1895] 2 Ch. 441	93
Bouhey v. Minor	[1893] P. 181	700
Bould :—Scott v.	[1895] 1 Q. B. 9	493
Boulter :—Beaton v.	[1891] W. N. 30	508
Boulton :—Tibbatts v.	[1895] W. N. 152 (4) ..	209
Bound v. Lawrence	C. A. [1892] 1 Q. B. 226 ..	483
Bound & Co., In re	[1893] W. N. 21	178, 181
Bourke v. Nutt. In re Pulborough (School Board Election for the Parish of)	C. A. [1894] 1 Q. B. 725 ..	51, 865
Bourke :—Sydney Municipal Council v.	J. C. [1895] A. C. 433 ..	222, 354, 525, 861
Bourne, In re. Martin v. Martin	[1893] 1 Ch. 188	6, 256, 258
Bourne :—Belfield v.	[1894] 1 Ch. 521	554
Bourne :—Trinidad and Tobago (Attorney-General for) v.	J. C. [1895] A. C. 83 ..	248, 916
Bouverie :—Low v.	C. A. [1891] 3 Ch. 82 ..	308
Bowen, In re. James v. James	[1892] 2 Ch. 291	478, 987
Bowen, In re. Lloyd Phillips v. Davis	[1893] 2 Ch. 491	115, 988
Bowen v. Anderson	[1894] 1 Q. B. 164	419
Bowen v. Churchill. In re Davenport	[1893] 3 Ch. 421	990
Bower v. Hett	[1895] 2 Q. B. 51; C. A. [1895] 2 Q. B. 337 ..	46, 797
Bower-Barff Patent, In re	J. C. [1895] A. C. 675 ..	564
Bowerman :—Reg. v.	[1891] 1 Q. B. 112	74, 244
Bowers v. Harding	[1891] 1 Q. B. 560	367
Bowes and Partners, Ltd. v. Press	C. A. [1894] 1 Q. B. 202 ..	483
Bowker v. Austin. In re Lawrance	[1894] 1 Ch. 556	850
Bowles :—Morgan v.	[1894] 1 Q. B. 236	444
Bowling & Welby's Contract, In re	C. A. [1895] 1 Ch. 663 ..	195, 952
Bowman, In re. Bowman v. Bowman	[1891] W. N. 192	965
Bowser :—Frodingham Iron and Steel Co. v.	[1894] 2 Q. B. 791	355
Bowyer v. Percy Supper Club	[1893] 2 Q. B. 154	398
Bowyer's Settled Estates, In re	[1892] W. N. 48	783, 889
Boxsius v. Goblet Frères	C. A. [1894] 1 Q. B. 842 ..	266
Boyce :—Arden v.	C. A. [1894] 1 Q. B. 796 ..	677
Boyce v. Gill	[1891] W. N. 108	619
Boycott :—Snow v.	[1892] 3 Ch. 110	490
Boyd, In re. Ex parte McDermott	C. A. [1895] 1 Q. B. 611 ..	39
Boyd v. Bischoffsheim	C. A. [1895] 1 Ch. 1	587
Boyd :—McDermott v. In re McHenry. Barker's Claim	C. A. [1894] 3 Ch. 290 ..	441, 516
Boyd :—McDermott v. In re McHenry. Levita's Claim	[1894] 2 Ch. 428; C. A. [1894] 3 Ch. 365 ..	43
Boyd :—Saunders v. In re Fitzgerald's Settled Estates	[1891] 3 Ch. 394	788
Boyer v. Norwich (Bishop)	[1892] P. 41; J. C. [1892] A. C. 417	294
Boyton :—Elve v.	C. A. [1891] 1 Ch. 501 ..	117, 197, 248, 933
Brabant & Co. v. King	[1895] J. C. 632	32, 713, 716

TABLE OF CASES IN THE DIGEST.

xxv

Name of Case.	Volume and Page.	Column of Digest.
Brabourne v. Anglo-Austrian Printing and Publishing Union	[1895] 2 Ch. 891	188
Brace, In re. Welch v. Colt	[1891] 2 Ch. 671	578
Brace v. Abercarn Colliery Co.	[1891] 1 Q. B. 496; C. A. ..	494
Brace v. Calder	[1891] 2 Q. B. 699	493, 555
Bracken:—Learoyd v.	C. A. [1895] 2 Q. B. 253 ..	859, 868
Bradbury v. Sharp	C. A. [1894] 1 Q. B. 114 ..	218
Bradbury v. Wild	[1891] W. N. 143	93
Bradford (Corporation) v. Pickles	[1893] 1 Ch. 377	4, 470, 621, 712, 767, 960, 963
Bradford Banking Co.:—Rouse v.	[1894] 3 Ch. 53; C. A. ..	36, 688
Bradford and District Tramways Co., Ex parte ..	[1895] 1 Ch. 145; H. L. (E.) ..	543
Bradford and District Tramways Co.:—Bissill v. (No. 1)	[1895] A. C. 587	135, 654
Bradford School of Industry, In re	C. A. [1894] 2 Ch. 32; H. L. (E.) [1894] A. C. ..	850
Bradley v. Chamberlyn	[1893] 3 Ch. 463	114
Bradley:—Middleton v.	[1891] W. N. 51	678
Bradley:—Seed v.	C. A. [1893] W. N. 44	561
Brain:—Dobbs v.	[1893] W. N. 60	83
Brall, In re. Ex parte Norton	[1895] 2 Ch. 716	692
Bramley:—Palmer v.	C. A. [1894] 1 Q. B. 319 ..	70
Brandon v. McHenry	C. A. [1892] 2 Q. B. 207 ..	74, 417
Brandreth, In re	C. A. [1891] 1 Q. B. 538 ..	43
Brannagan v. Robinson	[1891] W. N. 86	852
Brassard:—Alexandre v.	[1892] 1 Q. B. 344	486
Bray:—London and County Banking Co. v. ..	J. C. [1895] A. C. 301	105
Brazilian Submarine Telegraph Co.:—Chatenay v. ..	[1893] W. N. 130	590, 633
Bread Supply Association, In re	[1891] 1 Q. B. 79	199
Brentford (Local Board):—Grand Junction Water-works Co. v.	[1893] W. N. 14	141
Brett v. Monarch Investment Building Society ..	C. A. [1894] 2 Q. B. 735 ..	960
Brewer v. Square	C. A. [1894] 1 Q. B. 367 ..	95
Brewery Assets Corporation, In re. Truman's Case ..	[1892] 2 Ch. 111	513
Brewis v. Brewis	[1894] 3 Ch. 272	146, 158
Brewster:—Rochdale Canal Co. v.	[1898] W. N. 6	280
Bridewell Hospital: (Governors) v. Ward, Lock, Bowden & Co.	C. A. [1894] 2 Q. B. 852 ..	732
Bridger, In re. Brompton Hospital for Consumption v. Lewis	[1892] W. N. 194	433
Bridges v. Shaw. In re Shaw	[1893] 1 Ch. 44; C. A. ..	117
Bridgewater Navigation Co., In re	[1894] 1 Ch. 297	596, 701
Briercliffe-with-Extwistle (Churchwardens and Overseers):—Thursby v.	[1894] 3 Ch. 615	165
Brieseman, In the Goods of (No. 1)	[1891] 1 Ch. 155; C. A. ..	411, 494, 732, 871
Briesemann:—Yungmann v.	[1891] 2 Ch. 317	697
"Brigella," The	[1894] 1 Q. B. 567; C. A. ..	702
Briggs, In re. Earp v. Briggs	[1895] A. C. 32	570
Briggs and Spicer, In re	[1894] P. 260	387
Bright:—Pole v.	C. A. [1892] W. N. 162 ..	7
Brighton (Corporation):—Thompson v.	[1893] P. 189	950
	[1894] W. N. 162	230
	[1891] 2 Ch. 127	222, 354
	[1892] 1 Q. B. 603	
	C. A. [1894] 1 Q. B. 332 ..	

Name of Case.	Volume and Page.	Column of Digest.
Brighton (Guardians) v. Strand Union (Guardians) ..	C. A. [1891] 2 Q. B. 156 ..	575
Brighton Alhambra, Ltd. :—Securities Properties Investment Corporation v. ..	[1893] W. N. 15	136, 509
Brighton Marine Palace and Pier Co. v. Woodhouse ..	[1893] 2 Ch. 486	26
Bringeman :—Swain v. In re Swain	[1891] 3 Ch. 233	926
Brinsden v. Williams	[1894] 3 Ch. 185	848, 928
Brinsley v. Lynton and Lymouth Hotel and Property Co.	[1895] W. N. 53	131, 650
Brisbane (Municipal Council) v. Martin	J. C. [1894] A. C. 249 ..	632, 716
Briscoe v. Briscoe	[1892] 3 Ch. 543	849
Briscoe :—Nickalls v.	[1892] P. 269	297, 298
Bristol's (Marquis of) Settled Estates, In re ..	[1893] 3 Ch. 161	778
Bristol and West of England Bank v. Midland Railway Co.	C. A. [1891] 2 Q. B. 653 ..	570, 818
Britannia Fire Insurance Association, In re. Coventry's Case	C. A. [1891] 1 Ch. 202 ..	166
Britannia Permanent Benefit Building Society ..	[1891] W. N. 123	94
British and American Trustee and Finance Corporation v. Couper	H. L. (E.) [1894] A. C. 399	155
British Bank of South America :—Lubbock v. ..	[1892] 2 Ch. 198	3, 144, 892
British Insulated Wire Co. v. Prescott Urban District Council	[1895] 2 Q. B. 463; C. A. [1895] 2 Q. B. 538 ..	274
British Linen Co. Bank :—Mansell v.	[1892] 3 Ch. 159	253
British Linen Co. v. South American and Mexican Co.	C. A. [1894] 1 Ch. 108 ..	130, 180, 654
British South Africa Co. :—Companhia de Moçambique v.	C. A. [1892] 2 Q. B. 358; H. L. (E.) [1893] A. C. 602	631, 674
British South Africa Co. :—De Sousa v.	C. A. [1892] 2 Q. B. 358 ..	631, 674
Broad :—Driver v.	[1893] 1 Q. B. 539; C. A. [1893] 1 Q. B. 744 ..	136, 332
Broad :—Woolley v. (No. 1)	[1892] 1 Q. B. 806	270
————— (No. 2)	C. A. [1892] 2 Q. B. 317 ..	270
Broad's Patent Night Light Co. :—Fowler v. ..	[1893] 1 Ch. 724	127
Broad's Patent Night Light Co., In re	[1892] W. N. 5	182
Broadbent & Co. :—Smith v.	[1892] 1 Q. B. 551	798
Brocklehurst :—Reg. v.	[1892] 1 Q. B. 566	939
Brocklesby v. Temperance Permanent Building Society	C. A. [1893] 3 Ch. 130; H. L. (E.) [1895] A. C. 173 ..	682
Broderip v. Salomon	C. A. [1895] 2 Ch. 323 ..	164, 177
Brodhurst :—Boaler v. (No. 1)	[1892] W. N. 49	149
————— (No. 2)	[1892] W. N. 121	630
Brodie, In re. Hood v. Hall	[1893] W. N. 161	311
Brogden :—Crozet v.	C. A. [1894] 2 Q. B. 30 ..	660
Brogden :—Hamilton v. (No. 1)	[1891] W. N. 14	652
————— (No. 2)	[1891] W. N. 36	143, 651, 652
Bromilow v. Phillips	[1891] W. N. 209	203, 362
Brompton (County Court Judge) :—Reg. v. ..	[1893] 2 Q. B. 195	234, 853
Brompton Hospital for Consumption v. Lewis. In re Bridger	[1893] 1 Ch. 44; C. A. [1894] 1 Ch. 297 ..	117
Brook v. Kelly	H. L. (S.) [1893] A. C. 721	730
Brook :—Learoyd v.	[1891] 1 Q. B. 431	20
Brook v. Manchester, Sheffield and Lincolnshire Railway	[1895] 2 Ch. 571	414
Brook :—Scholes v.	[1891] W. N. 16; C. A. [1891] W. N. 101 ..	683, 940
Brooke, In re. Brooke v. Brooke (No. 1)	[1894] 1 Ch. 43	968

Name of Case.	Volume and Page.	Column of Digest.
Brooke, In re. Brooke v. Brooke (No. 2)	[1894] 2 Ch. 600	78, 314
Brooke & Sons :—Dibb v.	[1894] 2 Q. B. 338	46, 556
Brookes :—Peace v.	[1895] 2 Q. B. 451	81, 83
Brooks :—Ashford v. In re Hooper	[1892] W. N. 151	8
Brooks :—Folkestone (Corporation) v.	C. A. [1893] 3 Ch. 22	873
Brooman v. Withall. In re Kidd	[1894] 3 Ch. 558	311, 977
Brophy v. Manitoba (Attorney-General) v.	J. C. [1895] A. C. 202	101, 123
Brotherton v. Metropolitan District Railway Joint Committee	C. A. [1894] 1 Q. B. 666	599
Brothwood v. Kæling. In re Salt	[1895] 2 Ch. 203	6
Brougham v. Brougham	[1895] P. 288	285
Broughton v. Broughton. In re Coghlan	[1894] 3 Ch. 76	787
Broughton :—Donnelly v.	J. C. [1891] A. C. 435	527, 694, 704
Broughton :—Solling v.	J. C. [1893] A. C. 556	525
Brown, Ex parte. In re Vansittart (No. 1)	[1893] 1 Q. B. 181	70
(No. 2)	[1893] 2 Q. B. 377	70
Brown, In re (a Lunatic)	[1895] 2 Ch. 666	464
Brown, In re. Benson v. Grant	[1895] W. N. 115 (9)	582
Brown v. Jackson	J. C. [1895] A. C. 446	559
Brown :—Burns-Burns (Trustee) v.	C. A. [1895] 1 Q. B. 324	42, 65
Brown :—Edwards v. In re Cliff	C. A. [1895] 2 Ch. 21	664
Brown v. Hawkes	C. A. [1891] 2 Q. B. 718	470
Brown :—Hill v.	J. C. [1894] A. C. 125	527, 968, 994
Brown :—Reg. v.	C. C. R. [1895] 1 Q. B. 119	245, 339, 878
Brown :—Sheward v. In re Sheward	[1893] 3 Ch. 502	979
Brown v. Tombs	[1891] 1 Q. B. 253	548
Brown :—Wheat v.	[1892] 1 Q. B. 418	10
Brown's Estate, In re. Brown v. Brown	[1893] 2 Ch. 300	438, 516, 687
Brown & Co. v. Wren Brothers	[1895] 1 Q. B. 390	612
Brown, Doering, McNab & Co. :—Scott v.	C. A. [1892] 2 Q. B. 724	207
Brown, Doering, McNab & Co. :—Slaughter v.	C. A. [1892] 2 Q. B. 724	207
Brown, Janson & Co. v. Hutchinson & Co. (No. 1)	C. A. [1895] 1 Q. B. 737	557, 553
(No. 2)	C. A. [1895] 2 Q. B. 126	556
Brown, Shipley & Co. v. Inland Revenue (Commissioners)	[1895] 2 Q. B. 240; C. A. [1895] 2 Q. B. 598	859
Brown, Toogood & Co. :—Finska Angfartygs Aktiebolaget v.	[1891] W. N. 87; C. A. [1891] W. N. 116	596
Browne, In re	C. A. [1894] 3 Ch. 412	466, 653
Browne :—Mara v.	[1895] 2 Ch. 69; C. A. [1895] W. N. 162 (13)	439, 848, 927
Browne and Wingrove, In re. Ex parte Ador	C. A. [1891] 2 Q. B. 574	58
Bruce v. Ailesbury (Marquis) (No. 1)	C. A. [1892] 1 Ch. 506; H. L. (E.) [1892] A. C. 356	784
(No. 2)	[1892] W. N. 149	617, 784
Bruce :—Reg. v.	[1892] 2 Q. B. 136	462, 574
Brundreth v. Colvin. In re Pitcairn	[1895] W. N. 139 (11)	892
Bruno v. Eyston. In re Huddleston	[1894] 3 Ch. 595	579, 612
Brunton v. Dixon	[1892] W. N. 105	286
Brunton v. Electrical Engineering Corporation	[1892] 1 Ch. 484	133, 826, 851
Brunton :—English and Scottish Mercantile Investment Trust v.	[1892] 2 Q. B. 1; C. A. [1892] 2 Q. B. 700	135
Bryant, In re. Ex parte Bryant	C. A. [1895] 1 Q. B. 420	50
Bryant, In re. Bryant v. Hickley	[1894] 1 Ch. 324	376, 930

Name of Case.	Volume and Page.	Column of Digest.
Bryant, Powis & Bryant, Ld. v. Banque du Peuple ..	J. C. [1893] A. C. 170 ..	74, 682
Bryant, Powis & Bryant, Ld. v. Quebec Bank ..	J. C. [1893] A. C. 170 ..	74, 682
Buccleuch (Duke of):—Johnstone v. ..	H. L. (S.) [1892] A. C. 625 ..	767
Buckenham:—Bolton v. ..	C. A. [1891] 1 Q. B. 278 ..	689
Buckinghamshire (Earl of):—Hampden v. ..	C. A. [1893] 2 Ch. 531 ..	783
Buckle, In re. Williams v. Marson ..	C. A. [1894] 1 Ch. 286 ..	967
Buckler v. Wilson ..	[1895] W. N. 156 (6) ..	11
Buckley v. Crawford. Townend, Claimant ..	[1893] 1 Q. B. 105 ..	362
Buckley v. Edwards ..	J. C. [1892] A. C. 387 ..	123, 405,
Buckley v. Hull Docks Co. ..	[1893] 2 Q. B. 93 ..	527
Buckley:—Wigram v. ..	C. A. [1894] 3 Ch. 483 ..	674
Buckley's Trusts, In re ..	[1893] W. N. 95 ..	442, 506,
Budd v. Lucas ..	[1891] 1 Q. B. 408 ..	510
Budden v. Wilkinson ..	C. A. [1893] 2 Q. B. 432 ..	578
Budge:—Rassam v. ..	C. A. [1893] 1 Q. B. 571 ..	902
Budgett, In re. Cooper v. Adams ..	[1894] 2 Ch. 557 ..	606, 608
Budgett v. Budgett (No. 1) ..	C. A. [1894] 2 Ch. 555 ..	648
Budgett v. Budgett (No. 2) ..	[1895] 1 Ch. 202 ..	59, 555
Budgett & Co. v. Binnington & Co. ..	[1891] 1 Q. B. 35 ..	589
Building Estates Brickfields Co., In re. Parbury's Case ..	[1895] W. N. 142 (2) ..	603, 933
Bull:—Burt, Boulton & Hayward v. ..	C. A. [1895] 1 Q. B. 276 ..	810
Bull:—Moore v. ..	[1891] P. 279 ..	168, 305
Bull, Bevan & Co., In re ..	[1891] W. N. 170 ..	739
Bull, Sons & Co.:—Strapp v. ..	C. A. [1895] 2 Ch. 1 ..	287
Bullis v. Jones. In re Jones ..	[1891] W. N. 114 ..	183
Bullock, In re. Goode v. Lickorish ..	[1891] W. N. 62 ..	136
Bulman & Dickson v. Fenwick & Co. ..	C. A. [1894] 1 Q. B. 179 ..	630
Bulmer:—Child v. In re Wilks ..	[1891] 3 Ch. 59 ..	979
Bultfontein Mining Co.:—Frames v. ..	[1891] 1 Ch. 140 ..	404
Burchard v. Macfarlane. Ex parte Tindall ..	C. A. [1891] 2 Q. B. 241 ..	143
Burchnall, In re. Walker v. Burchnall ..	[1893] W. N. 171 ..	607
Burdekin, In re ..	C. A. [1895] 2 Q. B. 136 ..	654
Burham Brick, Lime, and Cement Co.'s Trade-marks, In re ..	[1892] W. N. 134 ..	846
Burke's Trade-marks, In re ..	[1891] W. N. 2 ..	903
Burkill v. Thomas ..	[1892] 1 Q. B. 99; C. A. [1892] 1 Q. B. 312 ..	237, 594,
Burnley v. Harland. In re Jennings ..	[1892] W. N. 156 ..	863
Burnley Equitable Co-operative and Industrial Society v. Casson ..	[1891] 1 Q. B. 75 ..	979
Burns:—MacIver v. ..	C. A. [1895] 2 Ch. 630 ..	20
Burns:—New v. ..	C. A. [1894] W. N. 196 ..	663
Burns-Burns (Trustee) v. Brown ..	C. A. [1895] 1 Q. B. 324 ..	614
Burr, In re. Ex parte Board of Trade ..	C. A. [1892] 2 Q. B. 467 ..	42, 65
Burr, In re. Ex parte Clarke ..	[1892] W. N. 122; C. A. [1892] W. N. 138 ..	65
Burrows v. Lock ..	[1891] 3 Ch. 94, n... ..	60, 66
Burrows:—Cleghorn v. In re Burrows ..	[1895] 2 Ch. 497 ..	930
Burrows:—Reg v. ..	[1892] 1 Q. B. 399 ..	973
Burrows:—Reid v. ..	[1892] 2 Ch. 413 ..	718, 952
Burslem (Corporation and County of Staffordshire), In re ..	C. A. [1895] W. N. 146 (4) ..	836
Burt:—Arnold v. In re Jeffery (No. 1) ..	[1891] 1 Ch. 671 ..	225, 354
Burt:—Arnold v. In re Jeffery (No. 2) ..	[1895] 2 Ch. 577 ..	374, 981
Burt:—Barber v. ..	[1894] 2 Q. B. 437 ..	375
Burt v. Gray ..	[1891] 2 Q. B. 98 ..	230
		424

Name of Case.	Volume and Page.	Column of Digest.
Burt:—Piddocke v.	[1894] 1 Ch. 343 ..	362, 557
Burt, Boulton & Hayward v. Bull	C. A. [1895] 1 Q. B. 276 ..	739
Burton:—Crompton & Evans' Union Bank, Ltd. v. ..	C. A. [1895] 2 Ch. 711 ..	644
Burton:—Hollis v.	C. A. [1892] 3 Ch. 226 ..	643, 644, 647
Burton's Will, In re. Banks v. Heaven	[1892] 2 Ch. 38 ..	375, 981
Bury v. Thompson	[1895] 2 Q. B. 231; C. A. [1895] 2 Q. B. 696 ..	423
Bushby:—Jenkins v.	[1891] 1 Ch. 484 ..	674
Buston:—Mounsey v. In re L'Herminier	[1894] 1 Ch. 675 ..	580
Butcher:—Reeves v.	C. A. [1891] 2 Q. B. 509 ..	437
Butcher:—Richards v.	C. A. [1891] 2 Ch. 522 ..	907
Bute's (Marquess of) Case. In re Cardiff Savings Bank	[1892] 2 Ch. 100 ..	757
Butler, In re. Le Bas v. Herbert	[1894] 3 Ch. 260 ..	972
Butler v. Butler (No. 1)	[1893] P. 185 ..	278
Butler v. Butler (No. 2)	C. A. [1894] P. 25 ..	278
Butler:—Lee v.	C. A. [1893] 2 Q. B. 318 ..	320
Butler:—Vipont v.	[1893] W. N. 64 ..	848, 932
Buttenshaw:—Pearl Life Assurance Co. v.	[1893] W. N. 123 ..	856, 950
Butterworth:—Knight-Bruce v. In re Tyssen	[1894] 1 Ch. 56 ..	578
Buxton v. Campbell. In re Barker	[1892] 2 Ch. 491 ..	440
Byas:—Fraser v.	[1895] W. N. 112 (5) ..	570
Byng's Settled Estate, In re	[1892] 2 Ch. 219 ..	777
Byron's Settlement, In re. Williams v. Mitchell ..	[1891] 3 Ch. 474 ..	577
C.		
C——:—G—— v. In re S——'s Settlement	[1893] W. N. 127 ..	481
C. D.:—A. B. v.	H. L. (S.) [1891] A. C. 616 ..	764
Cadogan v. Lyric Theatre	C. A. [1894] 3 Ch. 338 ..	651
Caffin v. Aldridge	[1895] 2 Q. B. 368; C. A. [1895] 2 Q. B. 648 ..	811
Caland, The "P. Owner of the "P. Caland" v. Glamorgan Steamship Co.	[1891] P. 313; C. A. [1892] P. 191 ..	357, 821
Calcraft:—Dixon v.	C. A. [1892] 1 Q. B. 458 ..	827
Calder:—Brace v.	C. A. [1895] 2 Q. B. 253 ..	483, 555
Calder & Co.:—Macalpine & Co.	[1893] 1 Q. B. 545 ..	657
Caldwell, In re. Hamilton v. Hamilton	[1894] W. N. 13 ..	375, 982
Caldwell:—Robinson v.	[1893] 1 Q. B. 519 ..	678
Caledonian Insurance Co. v. Gilmour	H. L. (S.) [1893] A. C. 85 ..	23, 759
Caledonian Railway Co.:—Lowther v.	[1891] 3 Ch. 443; C. A. [1892] 1 Ch. 78 ..	413
Caledonian Railway Co.:—Palmer v.	[1892] 1 Q. B. 607; C. A. [1892] 1 Q. B. 823 ..	663, 720, 766
Caledonian Railway Co.:—Port Glasgow and Newark Sailcloth Co. v.	H. L. (S.) [1893] W. N. 29 ..	721
Calham v. Smith. In re Horlock	[1895] 1 Ch. 516 ..	261, 987
Callender, Sykes & Co. v. Colonial Secretary of Lagos. Williams v. Davies	J. C. [1891] A. C. 460 ..	49, 122, 344, 411
"Calliope," The. Tredegar Iron and Coal Co. v. Owners of S.S. "Calliope"	H. L. (E.) [1891] A. C. 11 ..	831
Calvert:—Berners v. In re Berners	[1892] W. N. 171 ..	786
Camberwell (Vestry):—Attorney-General v.	[1894] W. N. 163 ..	445
Camberwell, St. Giles (Vestry) v. Crystal Palace Co.	C. A. [1892] 2 Q. B. 83 ..	457
Camberwell, St. Giles (Vestry) v. London Cemetery Co.	[1894] 1 Q. B. 699 ..	456
Camberwell, St. Giles (Vestry):—Wilson v.	[1892] 1 Q. B. 1 ..	457

Name of Case.	Volume and Page.	Column of Digest.
Cameron v. Nystrom	J. C. [1893] A. C. 308 ..	485
Cammell, Ex parte. In re Printing Telegraph and Construction Co. of the Agence Havas	[1894] 1 Ch. 528; C. A. [1894] 2 Ch. 392 ..	142
Campbell, In re. Campbell v. Campbell (No. 1) ..	[1893] 2 Ch. 206 ..	978
(No. 2)	[1893] 3 Ch. 468 ..	986
Campbell:—Buxton v. In re Barker	[1892] 2 Ch. 491 ..	440
Campbell v. Lloyd's, Barnett's, & Bosanquet's Bank ..	[1891] 1 Ch. 136, n. ..	655, 656
Campbell:—Pletts v.	[1895] 2 Q. B. 229 ..	398
Campbell:—Serraino & Sons v.	[1891] 1 Q. B. 283 ..	814
Campbell & Co.:—Stumore v.	C. A. [1892] 1 Q. B. 314 ..	618
Canada, Dominion of (Attorney-General):—Attorney-General for Ontario v.	J. C. [1894] A. C. 189 ..	100, 122
Canadian Direct Meat Co., In re. Champion's Case ..	[1892] W. N. 94 ..	150
Canadian Direct Meat Co., In re. Tamplin's Case ..	C. A. [1892] W. N. 146 ..	150
Canadian Pacific Colonization Co., In re	[1891] W. N. 122 ..	176, 190
Canadian Pacific Railway Co.:—Robinson v.	J. C. [1892] A. C. 481 ..	105, 861
Cann:—Thorne v.	H. L. (E.) [1895] A. C. 14 ..	512
Canterbury (Corporation) v. Wyburn	J. C. [1895] A. C. 89 ..	117, 123, 200, 954
"Capella," The	[1892] P. 70 ..	833
Capital and Industrial Corporation:—De Pass v. ..	[1891] 1 Q. B. 216; H. L. (E.) [1892] A. C. 90 ..	617
Capper:—Coulson v. In re Porter	[1892] 3 Ch. 481 ..	980
Caproni:—Alberti v.	[1891] W. N. 200 ..	220
Capsey:—Lane v.	[1891] 3 Ch. 411 ..	531, 655, 964
Carbolic Smoke Ball Co.:—Carlill v.	[1892] 2 Q. B. 484; C. A. [1893] 1 Q. B. 256 ..	206, 342
Cardiff Corporation:—Attorney-General v.	[1894] 2 Ch. 337 ..	88
Cardiff Savings Bank, In re. Marquess of Bute's Case ..	[1892] 2 Ch. 100 ..	767
Cardiff Union:—West Ham Union v.	[1895] 1 Q. B. 766 ..	574
Carew v. Carew (No. 1)	[1891] P. 360 ..	275
(No. 2)	[1894] P. 31 ..	285
Carew:—Cave v.	[1893] W. N. 42 ..	676
Carey, In re. Ex parte Jeffreys	[1895] 2 Q. B. 624 ..	48, 164
Carfin Coal Co.:—Clarke v.	H. L. (S.) [1891] A. C. 412 ..	765
"Carl XV.," The	[1892] P. 132; C. A. [1892] P. 324 ..	830
Carlill v. Carbolic Smoke Ball Co.	[1892] 2 Q. B. 484; C. A. [1893] 1 Q. B. 256 ..	206, 342
Carlton Bank:—Davidson v.	C. A. [1893] 1 Q. B. 82 ..	88
Carlyle Press:—Strong v. (No. 1)	C. A. [1893] 1 Ch. 268 ..	584, 593, 655
(No. 2)	[1893] W. N. 51 ..	131
Carpenter:—George v.	[1893] 1 Q. B. 505 ..	325
Carr v. Fowle	[1893] 1 Q. B. 251 ..	416, 898
Carr:—Mallinson v.	[1891] 1 Q. B. 48 ..	534, 881
Carr:—Minter v.	[1894] 2 Ch. 321; C. A. [1894] 3 Ch. 498 ..	502
Carr:—Pledge v.	[1894] 2 Ch. 328; C. A. [1895] 1 Ch. 51 ..	502
Carrick:—Baker v.	C. A. [1894] 1 Q. B. 838 ..	266
Carrick v. Wigan Tramways Co.	[1893] W. N. 98 ..	130
Carrier v. Price. In re Amos	[1891] 3 Ch. 159 ..	911, 997
Carswell v. Collard	H. L. (S.) [1893] W. N. 106 ..	818
Carter v. Carter (No. 1)	[1895] W. N. 138 (5) ..	212
(No. 2)	[1895] W. N. 142 (6) ..	275
Carter:—Edwards v. (Carter v. Silber)	H. L. (E.) [1893] A. C. 360 ..	377
Carter v. Fey	C. A. [1894] 2 Ch. 541 ..	623

TABLE OF CASES IN THE DIGEST.

xxxi

Name of Case.	Volume and Page.	Column of Digest.
Carter v. Hasluck	[1891] 3 Ch. 553; C. A. [1892] 2 Ch. 278; H. L. (E.) [1893] A. C. 360 ..	377
Carter :—Lawson v.	[1894] W. N. 6 ..	627, 796
Carter :—Milson v.	J. C. [1893] A. C. 638 ..	408, 583
Carter :—San Paulo (Brazilian) Railway v. ..	C. A. [1895] 1 Q. B. 580; H. L. (E.) [1895] W. N. 161 (10) ..	367
Carter v. Silber	[1891] 3 Ch. 553; C. A. [1892] 2 Ch. 278; H. L. (E.) [1893] A. C. 360 ..	377
Carter v. Thomas	[1893] 1 Q. B. 673 ..	323
Carter Medicine Co.'s Trade-mark, In re ..	[1892] 3 Ch. 472 ..	908
Cartwright v. Del Balzo. In re Orford ..	[1895] W. N. 155 (1) ..	256
Cartwright v. Regan	[1895] 1 Q. B. 900 ..	82
Cartwright :—Williams v.	C. A. [1895] 1 Q. B. 142 ..	668
Casey's Patents, In re. Stewart v. Casey ..	C. A. [1892] 1 Ch. 104 ..	564
Casgrain v. Atlantic and North-West Railway	J. C. [1895] A. C. 282 ..	101, 104
Casson :—Burnley Equitable Co-operative and Industrial Society v.	[1891] 1 Q. B. 75 ..	20
Castioni, In re	[1891] 1 Q. B. 149 ..	318
Castle :—Tyndall v.	[1893] W. N. 40 ..	943
Castle Bytham (Vicar of), Ex parte. Ex parte Midland Railway ..	[1895] 1 Ch. 348 ..	298, 777
"Castlegate," The. Morgan v. The Castlegate SS. Co.	H. L. (I.) [1893] A. C. 38 ..	824
Castlegate SS. Co. v. Dempsey	[1892] 1 Q. B. 54; C. A. [1892] 1 Q. B. 854 ..	809
Castlegate SS. Co. :—Morgan v. The "Castlegate." ..	H. L. (I.) [1893] A. C. 38 ..	824
Caswells v. Sheen	[1893] W. N. 187 ..	551
Cathcart, Ex parte. In re Lumley	C. A. [1894] 2 Ch. 271 ..	661
Cathcart, Ex parte. In re Stuart	C. A. [1893] 2 Q. B. 201 ..	836
Cathcart, In re (No. 1)	L.J.J. [1892] 1 Ch. 549; C. A. [1893] 1 Ch. 466 ..	462, 587, 594
— (No. 2)	L.J.J. [1893] W. N. 107 ..	463, 597, 602
Cathcart :—Hood Barrs v. (No. 1)	C. A. [1894] 2 Q. B. 559 ..	480
— (No. 2)	C. A. [1894] 3 Ch. 376 ..	481, 601
— (No. 3)	C. A. [1895] W. N. 34 ..	593
— (No. 4)	[1895] 1 Q. B. 873 ..	481, 601
— (No. 5)	[1895] 2 Ch. 411 ..	405
Cathcart :—Hulbert & Crowe v.	[1894] 1 Q. B. 244 ..	661
Catton v. Banks	[1893] 2 Ch. 221 ..	550
Cave, In re. Mainland v. Cave	[1892] W. N. 142 ..	651
Cave v. Carew	[1893] W. N. 42 ..	676
Cave :—Pike v.	[1893] W. N. 91 ..	475, 620
Cawse v. Nottingham Lunatic Hospital (Committee)	[1891] 1 Q. B. 585 ..	358
Cefn Cribbwr Brick Co. :—Great Western Railway Co. v.	[1894] 2 Ch. 157 ..	498, 723
"Celtic King," The	[1894] P. 175 ..	802, 826, 828
Central Bank of London, Ex parte. In re Fraser ..	C. A. [1892] 2 Q. B. 653 ..	61
Central Sugar Factories of Brazil, In re. Flack's Case	[1894] 1 Ch. 369 ..	176, 619
Chadburn v. Moore	[1892] W. N. 126 ..	304, 942
Chadwick :—Coats (J. & P.) v.	[1894] 1 Ch. 347 ..	203, 264, 621
Chaffers v. Goldsmid	[1894] 1 Q. B. 186 ..	4, 469, 544

Name of Case.	Volume and Page.	Column of Digest.
Clayton and Barclay's Contract, In re	[1895] 2 Ch. 212	44, 51
Cleary v. Booth	[1893] 1 Q. B. 465	303
Cleaver v. Mutual Reserve Fund Life Association ..	C. A. [1892] 1 Q. B. 147 ..	383
Cleghorn v. Burrows. In re Burrows	[1895] 2 Ch. 497	973
Clements, In re. Clements v. Pearsall	[1894] 1 Ch. 665	376, 982
Clements, In the Goods of	[1892] P. 254	703
Clements v. London and North Western Railway Co.	C. A. [1894] 2 Q. B. 482 ..	371, 586, 616
Clergy Orphan Corporation, In re	C. A. [1894] 3 Ch. 145 ..	113
Clerkenwell (Vestry):—Attorney-General v. ..	[1891] 3 Ch. 527	531
Cleveland (Duke of), In re. Hay v. Wolmer (Vis- count)	[1895] 2 Ch. 542	890, 891
Cleveland's (Duke of) Settled Estates, In re ..	C. A. [1893] 3 Ch. 244 ..	994
Cleveland's (Duke of) Settled Estate, In re. Wolmer (Viscount) v. Forester	[1894] 1 Ch. 164	998
Cleveland Water Co. v. Redcar Local Board ..	[1895] 1 Ch. 168	962
"Clieveden," The. SS. "Diana" v. SS. "Clieveden"	J. C. [1894] A. C. 625 ..	820
Cliff, In re. Edwards v. Brown	C. A. [1895] 2 Ch. 21 ..	664
Cliff's Trusts, In re	[1892] 2 Ch. 229	978
Clifford:—Angus v.	C. A. [1891] 2 Ch. 449 ..	150
Clifton:—Hammer v.	[1894] 1 Q. B. 238	647, 680
Clink v. Radford & Co.	C. A. [1891] 1 Q. B. 625 ..	807
Clippingdale:—Rockett v.	C. A. [1891] 2 Q. B. 293 ..	228, 801
Clough, Ex parte. In re West, King & Adams ..	[1892] 2 Q. B. 102	838
Clowes, In re	C. A. [1893] 1 Ch. 214 ..	971
Clowes:—Gerrard v.	[1892] 2 Q. B. 11	679
Clutton & Co. v. Attenborough	[1895] 2 Q. B. 306; C. A. [1895] 2 Q. B. 707 ..	73
Clyde Navigation (Trustees) v. Blantyre (Lord) ..	H. L. (S.) [1893] A. C. 703 ..	766
Clydesdale Bank:—Thomson v.	H. L. (S.) [1893] A. C. 282 ..	37, 869
Coal Co-Operative Society:—Great Northern Rail- way Co. v.	[1895] W. N. 142 (6) ..	76, 369
Coalport China Co., In re	C. A. [1895] 2 Ch. 404 ..	162
Coats (J. & P.) v. Chadwick	[1894] 1 Ch. 347	203, 264, 621
Cubb v. Great Western Railway Co.	C. A. [1893] 1 Q. B. 459; H. L. (E.) [1894] A. C. 419	721, 722
Cobbett:—St. Mary, Islington (Vestry) v. ..	[1895] 1 Q. B. 369	456
Cobbold v. Astwood	J. C. [1894] A. C. 150 ..	402, 514
Cobbold:—Astwood v.	J. C. [1894] A. C. 150 ..	402, 514
Cobden:—De Souza v.	C. A. [1891] 1 Q. B. 687 ..	225, 517
Cobley:—Meux v.	[1892] 2 Ch. 253	16, 321, 344, 419, 428, 958
Cockburn v. Raphael	[1891] W. N. 14	116
Cockcroft v. Sanderson. In re Ainsworth	[1895] W. N. 153 (9) ..	7
Cocks v. Chapman. In re Chapman	[1895] W. N. 162 (14) ..	866, 929
Cocks, Biddulph & Co., Ex parte. In re Hallett & Co.	C. A. [1894] 2 Q. B. 256 ..	60
Cocksedge v. Metropolitan Coal Consumers' Associa- tion	[1891] W. N. 132; C. A. [1891] W. N. 148 ..	187
Coghlan, In re. Broughton v. Broughton	[1894] 3 Ch. 76	787
Cohen:—White v.	C. A. [1893] 1 Q. B. 580 ..	232
Colac (President, &c.) v. Summerfield	J. C. [1893] A. C. 187 ..	953
Colchester Tramways Co., In re	[1893] 1 Ch. 309	544, 914
Cole v. Eley	[1894] 2 Q. B. 180; C. A. [1894] 2 Q. B. 350 ..	849
Cole:—Lovejoy v.	[1894] 2 Q. B. 861	232
Coleman:—Clarke v.	C. A. [1895] W. N. 114 (2) ..	612
Coleman:—Lysaght (J.), Ltd. v.	C. A. [1895] 1 Q. B. 49 ..	386

TABLE OF CASES IN THE DIGEST.

xxxv

Name of Case.	Volume and Page.	Column of Digest.
Coleridge's Settlement, In re Lord	[1895] 2 Ch. 704	777
Coles :—Grey v. In re Grey	[1891] W. N. 201	853
Coles v. Peyton. In re Sir J. J. Ennis	C. A. [1893] 3 Ch. 238	686
Collard :—Carswell v.	H. L. (S.) [1893] W. N. 106	818
Collard v. Marshall	[1892] 1 Ch. 571	263, 267, 621
Collingham v. Sloper	[1893] 2 Ch. 96; C. A. [1894] 3 Ch. 716	134, 595
Collins, Ex parte. In re Rogers	[1894] 1 Q. B. 425	45
Collins, Ex parte. In re Wells	[1892] W. N. 96	54, 613
Collins v. Barker	[1893] 1 Ch. 578	47, 54, 553
Collins v. Elstone	[1893] P. 1	708, 992
Collins :—Miller v.	[1895] W. N. 143 (8)	477
Collins v. North British Mercantile Insurance Co.	[1894] 3 Ch. 228	665, 668
Collins :—Scobie v.	[1895] 1 Q. B. 375	501
Collis v. Laughier	[1894] 3 Ch. 659	435
Colman's Trade-marks, In re (No. 1)	[1891] 2 Ch. 402	903
(No. 2)	[1894] 2 Ch. 115	905
Colmer :—Vowles v.	[1895] W. N. 42	794
Colnett :—Shackell v. In re Pride	[1891] 2 Ch. 135	512
Colonial Secretary of Lagos :—Callender, Sykes & Co. v. Williams v. Davies	J. C. [1891] A. C. 460	49, 122, 344, 411
Colt v. Welch. In re Brace	[1891] 2 Ch. 671	578
Columbian Gold Mines, In re	[1894] W. N. 92	182
Colville :—Tullett v. In re Wood	[1894] 2 Ch. 310; C. A. [1894] 3 Ch. 381	211, 988
Colvin :—Brundreth v. In re Pitcairn	[1895] W. N. 139 (11)	892
Combe :—Ffinch v.	[1894] P. 191	700
Comfort v. Betts	C. A. [1891] 1 Q. B. 737	28
Commercial Bank of Australia v. John Wilson & Co. (Official Assignee)	J. C. [1893] A. C. 181	58
Commercial Bank of Tasmania v. Jones	J. C. [1893] A. C. 313	690, 887
Commissioners under the Boiler Explosions Act, 1882 :—Reg. v.	[1891] 1 Q. B. 703	86
Commissioners (Drainage) Selby Dam :—Gallsworthy v.	C. A. [1892] 1 Q. B. 348	222, 794
Commissioners (Harbour) Blyth v. Newsham and South Blyth (Churchwardens & f)	[1894] 2 Q. B. 293; C. A. [1894] 2 Q. B. 675	734
Commissioners (Improvement) Rathmines and Rathgar :—Herron v.	H. L. (I.) [1892] A. C. 498	863, 960
Commissioners (Improvement) Tyne Improvement :—Arrow Shipping Co. v. The "Crystal"	H. L. (E.) [1894] A. C. 508	350, 833
Commissioners of Inland Revenue :—Brown, Shipley & Co. v.	[1895] 2 Q. B. 240; C. A. [1895] W. N. 132 (15)	859
Commissioners of Inland Revenue :—J. Foster & Sons, Ltd. v.	C. A. [1894] 1 Q. B. 516	859
Commissioners of Inland Revenue :—Great Western Railway Co. v.	[1894] 1 Q. B. 507	859
Commissioners of Inland Revenue :—Jones v.	[1895] 1 Q. B. 484	858
Commissioners of Inland Revenue :—Onslow v.	[1891] 1 Q. B. 239	860
Commissioners of Inland Revenue :—Reg. v. Ohlson's Case. Garland's Case	[1891] 1 Q. B. 485	566
Commissioners of Inland Revenue :—Rothschild & Sons v.	[1894] 2 Q. B. 142	858
Commissioners of Inland Revenue v. Scott. In re Bootham Ward Strays, York	C. A. [1892] 2 Q. B. 152	712
Commissioners of Inland Revenue :—Sweetmeat Automatic Delivery Co. v.	[1895] 1 Q. B. 484	858

Name of Case.	Volume and Page.	Column of Digest.
Commissioners of Land Tax:—Harding v.	J. C. [1891] A. C. 446 ..	953
Commissioners (Sewers) for City of London:— Battersea (Lord) v.	[1895] 2 Ch. 708	433
Commissioners (Sewers) for City of London, Ex parte. St. Botolph, Aldgate (Vicar of), Ex parte	[1894] 3 Ch. 544	300
Commissioners (Sewers) for City of London v. St. Botolph Without, Aldgate (Parishioners of) ..	[1892] P. 161	297
Commissioners (Sewers) New Romney:—New Romney (Corporation) v.	[1892] 1 Q. B. 840	795
Commissioners for Special Purposes of Income Tax v. Pemsel	H. L. (E.) [1891] A. C. 531 ..	365
Commissioners of Stamps v. Hope	J. C. [1891] A. C. 476	261
Commissioners of Taxes for the Barstaple Division of Essex:—Reg. v.	[1895] 2 Q. B. 123	898
Commissioners of Works:—Gedye v.	C. A. [1891] 2 Ch. 630	951
Common Petroleum Engine Co., In re. Elsner and MacArthur's Case	[1895] 2 Ch. 739	169
Compagnie Générale d'Eaux Minérales et de Bains de Mer, In re	[1891] 3 Ch. 451	664
Companhia de Moçambique:—British South Africa Co. v.	C. A. [1892] 2 Q. B. 358; H. L. (E.) [1893] A. C. 602	631, 674
Company, In re A	[1894] 2 Ch. 349	182, 619
Comptoir National d'Escompte de Paris:—Kleinwortz Sons, & Co. v.	[1894] 2 Q. B. 157	118, 917
Compton v. Bagley	[1892] 1 Ch. 313	947
Comyns v. Hyde	[1895] W. N. 9	213
Concha v. Concha	H. L. (E.) [1892] A. C. 670 ..	357
Conduit Colliery Co.:—Attorney-General v. ..	[1895] 1 Q. B. 301	351, 497
Connecticut Fire Insurance Co. v. Kavanagh ..	J. C. [1892] A. C. 473	331, 407
Connemara v. Connemara	[1892] P. 102	288
Connor v. Kent	[1891] 2 Q. B. 545	243, 911
Conquest:—Ebbetts v.	C. A. [1895] 2 Ch. 377	422
Conrad:—Guild & Co. v.	C. A. [1894] 2 Q. B. 885	332
Consolidated Bank:—Scott v.	[1893] W. N. 56	376, 607
Consolidated Co. v. Curtis & Sons	[1892] 1 Q. B. 495	30, 917
Constantine & Co. v. Warden & Sons	C. A. [1895] W. N. 143 (11) ..	806
Conway and Colwyn Bay (Joint Water Supply Board):—Jones v.	C. A. [1893] 2 Ch. 603	962
Cunybeare v. London (School Board)	[1891] 1 Q. B. 118	303
Cook's Mortgage, In re	[1895] 1 Ch. 700	675, 923
Cooke, In the Goods of	[1895] P. 68	696
Cooke:—Jones v. In re The Tithe Act, 1891 ..	C. A. [1894] 1 Q. B. 213 ..	736, 862, 864, 899
Cooke v. Gilbert	[1892] W. N. 111	630
Cooke:—Lowe v. In re Blantern	C. A. [1891] W. N. 54	972, 976
Cooke:—Smith v. (No. 1)	H. L. (E.) [1891] A. C. 297 ..	262
Cooke v. Smith (No. 2)	C. A. [1891] 1 Ch. 509	605, 606
Cooke:—Storey v.	H. L. (E.) [1891] A. C. 297 ..	262
Coole v. Lovegrove	[1893] 2 Q. B. 44	449
Coombs v. Wilkes	[1891] 3 Ch. 77	333
Cooper, Ex parte. In re Beyts and Craig	[1894] W. N. 56	48, 837
Cooper v. Adams. In re Budgett	[1894] 2 Ch. 557	59, 555
Cooper v. Crane	[1891] P. 369	284
Cooper:—Ellesmere Brewery Co. v.	[1895] W. N. 157 (8)	689
Cooper v. Griffin	C. A. [1892] 1 Q. B. 740	142, 594
Cooper:—Hill v.	C. A. [1893] 2 Q. B. 85	477, 652
Cooper:—Roberts v.	C. A. [1891] 2 Ch. 335	790
Cooper v. Stephens	[1895] 1 Ch. 567	214

xxvii

Name of Case.	Volume and Page.	Column of Digest.
Cooper :—Wood v.	[1894] 3 Ch. 671	420
Copeland v. Simister	[1893] P. 16	231, 707
Copland, In re	[1895] W. N. 137 (1)	5
Corbett v. Jonas	[1892] 3 Ch. 137	435
Corcoran, In re. Corcoran v. Riddell	[1892] W. N. 182	116
Cordova Union Gold Co., In re	[1891] 2 Ch. 580	179
Cormack, In the Goods of	[1891] P. 151	692
Corn v. Matthews	C. A. [1893] 1 Q. B. 310	20, 370
Cornish, In re. Ex parte Board of Trade	[1895] 2 Q. B. 634; C. A. [1895] W. N. 152 (3)	69, 437
Cornwall :—McArthur & Co. v.	J. C. [1892] A. C. 75	254, 329
Cornwall Brick, Tile, and Terra-Cotta Co., In re	[1893] W. N. 9	169, 196
Cort :—Allen v. In re Harrison (No. 1)	[1891] 2 Ch. 349	311
(No. 2)	[1892] W. N. 148	927
Cottam :—Downes v. In re Beddoe	C. A. [1893] 1 Ch. 547	583, 595
Cotton v. Imperial and Foreign Agency and Investment Corporation	[1892] 3 Ch. 454	149, 160
Cotton v. Vogan & Co.	C. A. [1895] 2 Q. B. 652	444
Coulson v. Capper. In re Porter	[1892] 3 Ch. 481	980
Coulson v. Disborough	[1894] 2 Q. B. 316	615, 676
Counties Conservative Permanent Benefit Building Society :—Norton v.	C. A. [1895] 1 Q. B. 246	92
Country Estates Co. v. Graves	J. C. [1895] A. C. 113	953
"County of Durham," The	[1891] P. 1	229
County of Gloucester Bank v. Rudry Merthyr Steam and House Coal Colliery Co.	C. A. [1895] 1 Ch. 629	143, 508
Coupé Co. v. Maddick	[1891] 2 Q. B. 413	33, 483
Couper :—British and American Trustee and Finance Corporation v.	H. L. (E.) [1894] A. C. 399	155
Courage v. O'Shea. In re O'Shea's Settlement	C. A. [1895] 1 Ch. 325	47, 55
"Courier," The	[1891] P. 355	597, 801
Court Bureau, In re (No. 1)	[1891] W. N. 9	183
(No. 2)	[1891] W. N. 15	177, 234, 445
Counts & Co. v. Irish Exhibition in London	C. A. [1891] W. N. 41	34
Coventry's Case. In re Britannia Fire Insurance Association	C. A. [1891] 1 Ch. 202	166
Coventry Machinists Co. :—Morris Wilson & Co. v.	[1891] 3 Ch. 418	270
Cowap v. Atherton	[1893] 1 Q. B. 49	397
Cowie :—Kennedy v.	[1891] 1 Q. B. 771	825, 861
Cowie v. Muirden	H. L. (S.) [1893] A. C. 674	767
Cowley v. Newmarket (Local Board)	H. L. (E.) [1892] A. C. 345	222, 354, 861
Cowper v. Stratheden and Campbell (Lord). In re Stratheden and Campbell (Lord)	[1893] W. N. 90	18, 972
Cox v. Bennett	[1891] 1 Ch. 617	480, 633
Cox :—Hakes v.	[1892] P. 110	301
Cox :—Lambton v. Lambton v. Mellish	[1894] 3 Ch. 163	623
Cox :—London Printing and Publishing Alliance v.	C. A. [1891] 3 Ch. 291	216
Cox :—Metcalfe v.	H. L. (S.) [1895] A. C. 328	863
Cox v. Watson. In re Watson	[1892] W. N. 192	990
Cox and Neve's Contract, In re	[1891] 2 Ch. 109	950
Cox, Sons, Buckley & Co. :—Wigram v.	[1894] 1 Q. B. 792	663
Coxen v. Rowland	[1894] 1 Ch. 406	579
Coxon v. Gorst	[1891] 2 Ch. 73	138
Craddock v. Scottish Provident Institution	[1893] W. N. 146; C. A. [1894] W. N. 88	511
Craddock v. Witham	[1895] W. N. 75	921

Name of Case.	Volume and Page.	Column of Digest.
Craig's Claim. In re Midland Coal, Coke, and Iron Co.	C. A. [1895] 1 Ch. 267 ..	193
Craignish, In re. Craignish v. Hewitt	C. A. [1892] 3 Ch. 180 ..	289, 476
Crane :—Cooper v.	[1891] P. 369 ..	284
Crawford :—Buckley v.	[1893] 1 Q. B. 105 ..	362
Crawford v. Forshaw	C. A. [1891] 2 Ch. 261 ..	315
Crawshaw v. Harrison	[1894] 1 Q. B. 79 ..	796
Crawshay, In re. Walker v. Crawshaw	[1891] 3 Ch. 176 ..	789
Crawshaw, In the Goods of	[1893] P. 108 ..	698
Crawshaw :—Parkinson v.	[1894] W. N. 85 ..	613
"Cressington," The	[1891] P. 152 ..	813
Cresswell :—National Provincial Bank v. In re Bawden. Bawden v. Cresswell	[1894] 1 Ch. 693 ..	971, 984
Criccieth Pier and Harbour Co., In re	[1891] W. N. 15 ..	149
Crichton v. Crichton	[1895] 2 Ch. 853 ..	261, 924
Cripps :—Hudson v.	[1895] W. N. 161 (5) ..	325, 620
Crocker v. Knight	C. A. [1892] 1 Q. B. 702 ..	864, 911
Croft, In re. Deane v. Croft	[1892] 1 Ch. 652 ..	256, 577
Croft v. King	[1893] 1 Q. B. 419 ..	668
Crofton, Craven & Worthington, Ex parte. In re Nash & Son	[1895] W. N. 135 (1) ..	49
Crompton & Evans' Union Bank, Ltd. v. Burton	[1895] 2 Ch. 711 ..	644
Cronk :—Owen & Co. v.	C. A. [1895] 1 Q. B. 265 ..	683
Cronmire, In re. Ex parte Cronmire	C. A. [1894] 2 Q. B. 246 ..	60
Crook v. Morley	H. L. (E.) [1891] A. C. 316 ..	41
Croom, In re. England v. Provincial Assets Co.	[1891] 1 Ch. 695 ..	65
Crosley :—Heckscher v.	[1891] 1 Q. B. 224 ..	633, 660
Cross v. Fisher	C. A. [1892] 1 Q. B. 467 ..	93
Cross v. London Anti-Vivisection Society. In re Foveaux	[1895] 2 Ch. 501 ..	113
Cross :—London (County Council) v.	C. A. [1892] W. N. 80 ..	448
Crossley v. Andrew	C. A. [1892] 1 Ch. 492 ..	561
Crossley :—Andrew v.	C. A. [1892] 1 Ch. 492 ..	561
Crossley v. Magniac	[1893] 1 Ch. 594 ..	867
Crossley Brothers :—McEntire v.	H. L. (I.) [1895] A. C. 457 ..	77, 319
Crossley (John) & Sons, In re	[1892] W. N. 55 ..	154
Crossman :—Mervin v. In re Mervin	[1891] 3 Ch. 197 ..	990
Crow :—Oxford (Corporation) v.	[1893] 3 Ch. 535 ..	221
Crown Accidental Insurance Co. :—Hamlyn v.	C. A. [1893] 1 Q. B. 750 ..	381
Crowther, In re. Midgley v. Crowther	[1895] 2 Ch. 56 ..	891, 932
Croydon Union (Rural Sanitary Authority) :—Fen- wick v.	[1891] 2 Q. B. 216 ..	873
Crozat v. Brogden	C. A. [1894] 2 Q. B. 30 ..	660
Cruddas :—Ramsey v.	C. A. [1893] 1 Q. B. 228 ..	125, 213
Crumbie v. Wallsend Local Board	C. A. [1891] 1 Q. B. 503 ..	435
Crusha :—Jacobs v.	C. A. [1894] 2 Q. B. 37 ..	616
"Crystal," The. Arrow Shipping Co. v. Tyne Im- provement Commissioners	H. L. (E.) [1894] A. C. 508 ..	350, 833
Crystal Palace Co. :—St. Giles, Camberwell (Vestry) v.	C. A. [1892] 2 Q. B. 33 ..	457
Crystal Palace District Gas Co. :—Walker v.	[1891] 2 Q. B. 300 ..	597
Crystal Reef Gold Mining Co., In re	[1892] 1 Ch. 408 ..	185
Cullen, Ex parte. In re Parrott	[1891] 2 Q. B. 151 ..	60
Culver :—Dowsett v. In re Lepine	C. A. [1892] 1 Ch. 210 ..	314
Cumberland Gap Park Co. :—Badcock v.	[1893] 1 Ch. 362 ..	661
Cumberland Union Banking Co. v. Maryport Hema- tite Iron and Steel Co. In re Maryport Hematite Iron and Steel Co. (No. 1)	[1892] 1 Ch. 92 ..	514, 659, 900
(No. 2)	[1892] 1 Ch. 415 ..	504

Name of Case.	Volume and Page.	Column of Digest.
Cunningham:—Grimston v.	[1894] 1 Q. B. 125.. ..	619
Cunnack v. Edwards	[1895] 1 Ch. 489	114, 248, 336
Cunningham and Frayling, In re	[1891] 2 Ch. 567	921
"Curlew," The	[1891] P. 131	807
Curran v. Treleaven	[1891] 2 Q. B. 545.. ..	243, 911
Currie v. Bolton v. (No. 1)	[1894] W. N. 122	650, 928
(No. 2)	[1895] 1 Ch. 544	929
Currie (Owners of the "Thorsa"):—Wilson, Sons & Co. (Owners of the "Otto") v.	H. L. (S.) [1894] A. C. 116	822
Curtis v. Mundy	[1892] 2 Q. B. 178.. ..	376, 607
Curtis & Sons:—Consolidated Co. v.	[1892] 1 Q. B. 495.. ..	30, 917
Cusack v. London and North-Western Railway Co.	C. A. [1891] 1 Q. B. 347 ..	230
Cutbill v. Shropshire Railways Co.	[1891] W. N. 65	720
Cutlan:—Shoe Machinery Co. v. (No. 1)	[1895] W. N. 102	559, 561
(No. 2)	C. A. [1895] W. N. 143 (10)	561

D.

Dadson and F. A. Ellis & Co.:—Ellis v.	[1891] W. N. 43	196, 619
Dagnall:—Biggs v.	[1895] 1 Q. B. 207.. ..	616
Daines:—Eaton v.	[1894] W. N. 32	921
Daines v. Eaton. In re Eaton	[1894] W. N. 95	893, 968
Daintrey, In re. Ex parte Holt	[1893] 2 Q. B. 116.. ..	41
Dakin:—Parker v. See Daykin v. Parker.		
Dale, Ex parte. In re Binstead	C. A. [1893] 1 Q. B. 199 ..	39, 279
Dale and Elsdon, In re	[1892] W. N. 56	70, 950
Dalison's Settled Estates, In re	[1892] 3 Ch. 522	778
Dance, In re	[1895] W. N. 127 (10) ..	592
Dando v. Boden	[1893] 1 Q. B. 318.. ..	74, 679
Dane v. Mortgage Insurance Corporation	C. A. [1894] 1 Q. B. 54 ..	390
Dangar, Grant & Co.:—Lee v.	[1892] 1 Q. B. 231; C. A. [1892] 2 Q. B. 337 ..	52, 797
Daniel v. Ferguson	[1891] 2 Ch. 27	434
Daniel:—Jones v.	[1894] 2 Ch. 332	332, 943
Daniell's Settled Estates, In re	C. A. [1894] 3 Ch. 503 ..	779
Daniells & Sons' Breweries:—Paine & Co. v. In re Paine & Co.'s Trade-marks	C. A. [1893] 2 Ch. 567 ..	904
Danson, In re. Bell v. Danson	[1895] W. N. 102	971
Darby:—Lewis v. In re Nash. In re Spence	[1893] W. N. 99	642
Darby:—Pack v.	[1895] W. N. 123 (6) ..	17, 520
Darlaston (Local Board) v. London and North-Western Railway Co.	[1894] 2 Q. B. 45; C. A. [1894] 2 Q. B. 694 ..	728
Darling, In re. Farquhar v. Darling	[1895] W. N. 140 (12) ..	114
Darlington Wagon Co. v. Harding and Trouville Pier and Steamboat Co.	C. A. [1891] 1 Q. B. 245 ..	24
"Dart," The	C. A. [1893] P. 38.. ..	228, 800, 864
Dartnall, In re. Sawyer v. Goddard	C. A. [1895] 1 Ch. 474 ..	838, 931
Dashwood v. Magniac (No. 1)	C. A. [1891] 3 Ch. 306 ..	411, 782, 892, 897, 958
(No. 2)	[1892] W. N. 54	597, 603
Davenport, In re. Turner v. King	[1895] 1 Ch. 361	474
Daverson, In re. Bowen v. Churchill	[1893] 3 Ch. 421	990
Davey:—Bellamy v.	[1891] 3 Ch. 540; C. A. [1891] W. N. 192 ..	209, 874

Name of Case.	Volume and Page.	Column of Digest.
Davey v. Bentinck	C. A. [1893] 1 Q. B. 185 ..	616, 617, 638
Davey :—Bird v.	C. A. [1891] 1 Q. B. 29 ..	80
Davey :—Christie v.	[1893] 1 Ch. 316 ..	583, 623
David v. Sabin	C. A. [1893] 1 Ch. 523 ..	427, 946, 949
Davidson, In re. Ex parte Davidson	C. A. [1894] W. N. 210 ..	62
Davidson v. Carlton Bank	C. A. [1893] 1 Q. B. 82 ..	83
Davies, In re. Davies v. Davies	[1892] 3 Ch. 63 ..	383, 579
Davies, In re. Jenkins v. Davies	[1891] W. N. 104 ..	602
Davies v. R. Bolton & Co.	[1894] 3 Ch. 678 ..	129
Davies :—Evans v.	[1893] 2 Ch. 216 ..	160, 659
Davies v. Lowen	[1891] W. N. 86 ..	748
Davies v. National Fire and Marine Insurance Co. of New Zealand	J. C. [1891] A. C. 485 ..	389, 525
Davies v. Treharris Brewery Co.	[1894] W. N. 198 ..	480, 601
Davies v. Vale of Evesham Preserves, Ltd.	[1895] W. N. 105 ..	650
Davies :—Williams v. Callender, Sykes & Co. v. .. Colonial Secretary of Lagos	J. C. [1891] A. C. 460 ..	49, 122, 344, 411
Davies' Policy Trusts, In re	[1892] 1 Ch. 90 ..	382, 476
Davis, In re. Evans v. Moore	C. A. [1891] 3 Ch. 119 ..	440
Davis :—Bakewell v.	[1894] 1 Q. B. 296 ..	9
Davis v. Davis	[1894] 1 Ch. 393 ..	553
Davis :—Duke v.	[1893] 2 Q. B. 107; C. A. [1893] 2 Q. B. 260 ..	238
Davis v. Foreman	[1894] 3 Ch. 654 ..	618
Davis v. Greenwich District Board of Works	C. A. [1895] 2 Q. B. 219 ..	458
Davis :—Hennell v.	[1893] 1 Q. B. 367 ..	236
Davis :—Hornsey (Local Board) v.	C. A. [1893] 1 Q. B. 756 ..	793
Davis v. Leicester (Corporation)	C. A. [1894] 2 Ch. 208 ..	88, 91
Davis :—Lloyd Phillips v. In re Bowen	[1893] 2 Ch. 491 ..	115, 988
Davis v. Martin. In re Queensland Land and Coal Co.	[1894] 3 Ch. 181 ..	136
Davis v. Whitehead. In re Marlborough (Duke of)	[1894] 2 Ch. 133 ..	334
Davis & Sons, Ltd. :—Taff Vale Railway v.	C. A. [1894] 1 Q. B. 43; H. L. (E.) [1895] A. C. 542 ..	728
Davy, In re	[1892] 3 Ch. 38 ..	462
Daw v. Herring	[1892] 1 Ch. 284 ..	552
Dawes v. Thomas	C. A. [1892] 1 Q. B. 414 ..	416, 898
Dawson :—Black v.	C. A. [1895] 1 Q. B. 848 ..	665
Dawson :—Rooke v.	[1895] 1 Ch. 480 ..	111
Day v. Longhurst	[1893] W. N. 3 ..	74
Day :—McKenzie v.	[1893] 1 Q. B. 289 ..	398
Day & Sons :—Palmer v.	[1895] 2 Q. B. 618 ..	66
Daykin v. Parker	[1894] 2 Q. B. 273; C. A. [1894] 2 Q. B. 556 ..	397
De Beaufort, In the Goods of	[1893] P. 231 ..	693, 697
De Beers Consolidated Mines, Ltd. :—London and South African Exploration Co. v.	J. C. [1895] A. C. 451 ..	106
De Bernaldes v. New York Herald	[1893] 2 Q. B. 97, n. ..	661
D'Eyncourt :—Bostock v. In re Yates	[1891] 3 Ch. 53 ..	973
D'Hédouville :—Hope v.	[1893] 2 Ch. 361 ..	892
De Hoghton, In re. De Hoghton v. De Hoghton	[1895] 2 Ch. 517 ..	257
De Las Rivas :—Firth & Sons v.	[1893] 1 Q. B. 768 ..	590, 665, 525, 789, 790
De Mestre v. West	J. C. [1891] A. C. 264 ..	617
De Pass v. Capital and Industries Corporation	[1891] 1 Q. B. 216 ..	617
De Pass :—Vinall v.	H. L. (E.) [1892] A. C. 90 ..	617

Name of Case.	Volume and Page.	Column of Digest.
De Pennv, In re. De Pennv v. Christie	[1891] 2 Ch. 63 ..	668
De Quetteville v. Hamon (Perrée)	J. C. [1893] A. C. 532 ..	403
De Ricci v. De Ricci	[1891] P. 378 ..	287
De Rutzen :—Sherras v.	[1895] 1 Q. B. 918 ..	398
De Sousa v. British South Africa Co.	C. A. [1892] 2 Q. B. 358 ..	631, 674
De Souza v. Cobden	C. A. [1891] 1 Q. B. 687 ..	225, 517
De Soysa :—Murugasar Marimuttu v.	J. C. [1891] A. C. 69 ..	109
De Teissier's Settled Estates, In re. In re De Teissier's Trusts. De Teissier v. De Teissier ..	[1893] 1 Ch. 153 ..	376, 773, 775, 778, 779
Deakin, In re. Starkey v. Eyres	[1894] 3 Ch. 565 ..	997
Deakin :—Abrahams v.	C. A. [1891] 1 Q. B. 516 ..	484
Dean :—Anderson v.	C. A. [1894] 2 Q. B. 222 ..	442, 587
Dean v. Dean	[1891] 3 Ch. 150 ..	374, 977
Deane v. Croft. In re Croft	[1892] 1 Ch. 652 ..	256, 577
Dear :—Hollington v.	[1895] W. N. 35 ..	481, 601
Debenham :—Bellamy v.	[1891] 1 Ch. 412 ..	944
Debenham & Walker, In re	[1895] 2 Ch. 430 ..	838
Déchene v. Montreal (City)	J. C. [1894] A. C. 640 ..	104
Decroix, Verley & Cie. :—Meyer & Co. v.	H. L. (E.) [1891] A. C. 520 ..	72
Deeley's Patent, In re	C. A. [1895] 1 Ch. 687 ..	566
Deeming, Ex parte	J. C. [1892] A. C. 422 ..	407
Deeping, St. Nicholas (Churchwardens, &c., of) :—Attorney-General v.	[1892] W. N. 183 ..	224
Deerhurst (Lord) :—Seaton v.	C. A. [1895] 1 Q. B. 853 ..	65
Delaforce v. Delaforce	[1892] W. N. 68 ..	280
"Delano," The. Neptune Steam Navigation Co. v. Sclater	C. A. [1895] P. 40 ..	227, 800, 863
Del Balzo :—Cartwright v. In re Orford	[1895] W. N. 155 (1) ..	256
Delhi Steamship Co., In re	C. A. [1895] 1 Ch. 3 ..	174
Dell :—Miller v.	C. A. [1891] 1 Q. B. 468 ..	31, 271, 439
Delmege :—Jenoure v.	[1891] A. C. 73 ..	266, 268
Delobbel-Flipo :—Morris v.	[1892] 2 Ch. 352 ..	79
Delobbel-Flipo v. Varty	[1893] 1 Q. B. 663 ..	237, 648
Delve :—Pharmaceutical Society v.	[1894] 1 Q. B. 71 ..	571
Dempsey :—Castlegate Steamship Co. v.	[1892] 1 Q. B. 54; C. A. [1892] 1 Q. B. 854 ..	809
Deneker, In re. Peters v. Banckerean	[1895] W. N. 28 ..	986
Dennis, In re. Ex parte Deunis	[1895] 2 Q. B. 630 ..	61
Dennis, In the Goods of	[1891] P. 326 ..	705
Dennis :—Reg. v.	C. C. R. [1894] 2 Q. B. 458 ..	455
Denny :—Keen v.	[1894] 3 Ch. 169 ..	294
Densham's Trade-mark, In re	C. A. [1895] 2 Ch. 176 ..	906
Denton v. Legge	[1895] W. N. 46 ..	25
Denver Hotel Co., In re	C. A. [1893] 1 Ch. 495 ..	154
Derby (Corporation) v. Grudgings	[1894] 2 Q. B. 496 ..	873
Derby (Corporation) :—Stretton's Derby Brewery Co. v.	[1894] 1 Ch. 431 ..	793
Devenish :—Neal v.	[1894] 1 Q. B. 544 ..	11
Devenish v. Pester. In re Lowman	C. A. [1895] 2 Ch. 348 ..	204, 894, 989, 994
Devereux v. Clarke & Co.	[1891] 2 Q. B. 582 ..	264, 637
Devon and Exeter Constitutional Newspaper Co. :—Dunn v.	[1895] 1 Q. B. 211, n. ..	645, 646
Dew v. Kennedy. In re Smith	[1892] W. N. 106 ..	974
Dexter's Application, In re. In re Wills's Trade-marks	[1893] 2 Ch. 262 ..	909

Name of Case.	Volume and Page.	Column of Digest.
"Diana" (SS.) v. SS. "Clieveden." The "Clie-	J. C. [1894] A. C. 625 ..	820
den"	[1894] 2 Q. B. 338 ..	46, 556
Dibb v. Brooke & Sons	[1893] 2 Ch. 429 ..	436, 865
Dibb v. Walker	[1891] 2 Ch. 354 ..	154
Dicido Pier Co., In re	H. L. (E.) [1892] A. C. 112; }	984
Dick, In re. Lopes v. Hume-Dick (Hume v. Lopes) {	[1891] 1 Ch. 423 ..	695
Dickinson, In the Goods of	[1891] P. 292 ..	667
Dickson v. Law	[1895] 2 Ch. 62 ..	799, 804
"Dictator," The (No. 1)	[1892] P. 64 ..	799, 804
(No. 2)	[1892] P. 304 ..	664
Die Badische Anilin und Soda Fabrik v. Johnson ..	C. A. [1895] W. N. 153 (12)	747
Die Badische Anilin und Soda Fabrik v. Schott, Segner	[1892] 3 Ch. 447 ..	367
& Co.	[1891] 1 Q. B. 575 ..	80
Dillon v. Haverfordwest (Corporation)	C. A. [1893] 1 Q. B. 512 ..	615, 676
Diprose:—Johnson v.	C. A. [1894] 2 Q. B. 316 ..	66
Disborough:—Coulson v.	[1894] 1 Q. B. 438 ..	796
Discount Banking Co. of England and Wales, Ex	[1892] P. 386 ..	239, 295
parte. In re Fox & Jacobs	[1892] W. N. 105 ..	286
Discount Banking Co. of England and Wales v.	C. A. [1892] 1 Q. B. 458 ..	827
Lambarde	C. A. [1892] 2 Q. B. 207 ..	692
Dixon, In re	C. A. [1895] 2 Q. B. 408 ..	814
Dixon:—Brunton v.	[1891] W. N. 131 ..	810
Dixon v. Calcraft	C. A. [1891] 2 Q. B. 92 ..	662
Dobbs v. Brain	[1891] W. N. 65 ..	506
Dobell & Co. v. Steamship Rossmore Co.	[1894] 2 Q. B. 150 ..	258
Dobell & Co. v. Watts, Ward & Co.	[1892] 1 Q. B. 405; C. A. }	67
Dobson v. Festi, Rasini & Co.	[1892] 2 Q. B. 573 ..	731
Docksey v. Else	[1895] 2 Q. B. 133 ..	611
Dodd:—Attorney-General v.	C. A. [1895] 1 Ch. 334 ..	613
Dodd:—Sovereign Life Assurance Co. v.	[1891] 1 Ch. 657 ..	462
Dodds v. South Shields Union (Assessment Com-	[1892] 2 Q. B. 301 ..	225, 355
mittee)	[1892] 2 Q. B. 736 ..	81
Dodson:—Kennedy v.	[1895] 1 Q. B. 898 ..	183
Dodsworth, In re. Spence v. Dodsworth	[1895] W. N. 146 (2) ..	74
Dolby:—Reg. v. (No. 1)	H. L. (S.) [1891] A. C. 592	586
(No. 2)	C. A. [1895] W. N. 12 ..	18, 262,
Dolcini v. Dolcini	C. A. [1895] 1 Ch. 455 ..	286
Dombey & Son, In re	H. L. (E.) [1895] A. C. 133, n.	734, 735
Dominion Bank, Toronto:—Bank of Scotland v. ..	J. C. [1891] A. C. 435 ..	527, 694,
Donaldson:—Rabbeth v. In re Abdy (No. 1) ..	[1893] 1 Q. B. 629 ..	704
(No. 2)	C. A. [1893] 1 Ch. 129 ..	485
Doucaster Union (Guardians) v. Manchester, Sheffield	[1891] W. N. 98 ..	503, 839
and Lincolnshire Railway Co.	[1895] 2 Ch. 698 ..	166, 184,
Donnelly v. Broughton	C. A. [1893] 1 Q. B. 736 ..	195
Donovan v. Laing, Whartou and Down Construction	[1891] 1 Q. B. 389 ..	989
Syndicate	C. A. [1891] 1 Q. B. 725 ..	425
Doody, In re. Fisher v. Doody	[1892] 2 Q. B. 421 ..	225
Doré Gallery, In re	[1891] 1 Q. B. 725 ..	226, 586
Dorrell v. Dorrell. In re Russell	[1892] 2 Q. B. 421 ..	395
Dougall v. McCarthy		
Dover (Corporation) and Kent (County Council), Ex		
parte (No. 1)		
(No. 2)		
Dover (Justices):—Baldwin v.		

TABLE OF CASES IN THE DIGEST.

xliii

Name of Case.	Volume and Page.	Column of Digest.
Dowling:—Hunter v. (No. 1).. .. .	[1898] 1 Ch. 391; C. A. ..	552
(No. 2).. .. .	[1893] 3 Ch. 212 ..	552
Downes v. Cottam. In re Beddoe	[1895] 2 Ch. 223 ..	583, 595
Downes v. Johnson	C. A. [1893] 1 Ch. 547 ..	339
Downing, In re. Ex parte Mardon	[1895] 2 Q. B. 203.. ..	43
Dowse v. Gorton	C. A. [1891] W. N. 180 ..	313
Dowsett v. Culver. In re Lepine	H. L. [1891] A. C. 190 ..	314
Downton:—Tendring Union (Guardians) v.	C. A. [1892] 1 Ch. 210 ..	872, 873
Dracup, In re. Field v. Dracup (No. 1)	C. A. [1891] 3 Ch. 265 ..	311, 638
(No. 2)	[1892] W. N. 43 ..	552
Drake, In re. In re Palk. Chamberlain v. Drake.. .. .	[1894] 1 Ch. 59 ..	925
Drax v. Ffooks	[1892] W. N. 112 ..	548
Drew v. Guy	[1895] W. N. 147 (5) ..	748
Drew:—Moubray Rowan and Hicks v.	C. A. [1894] 3 Ch. 25 ..	954
Drew v. Willis. Ex parte Martin	J. C. [1893] A. C. 295 ..	595
Drewitt:—Gwynne v.	C. A. [1891] 1 Q. B. 450 ..	855, 865
Dreyfus Brothers & Co.:—Peruvian Guano Co. v.	[1894] 2 Ch. 616 ..	626
Driflams v. Manifold	H. L. (E.) [1892] A. C. 166 ..	840
Driver v. Broad	C. A. [1894] 3 Ch. 100 ..	136, 332
Drucker:—Printing Telegraph and Construction Co. of the Agence Havas v.	[1893] 1 Q. B. 539; C. A. ..	612
Drummond and Davie's Contract, In re	[1893] 1 Q. B. 744 ..	475, 893,
Duck v. Mayeu	C. A. [1894] 2 Q. B. 801 ..	952
Duckworth:—Reg. v.	[1891] 1 Ch. 524 ..	404, 742
Dudley (Earl):—Bell v.	C. A. [1892] 2 Q. B. 511 ..	242
Dudley v. Champion. In re Champion	[1892] 2 Q. B. 83 ..	365, 497,
Dudley and Kingswinford Tramways, In re	[1895] 1 Ch. 182 ..	862
Duggan:—London and Canadian Loan and Agency Co. v.	C. A. [1893] 1 Ch. 101 ..	948, 993,
Duke v. Clarke	[1893] W. N. 162 ..	997
Duke v. Davis	[1893] W. N. 162 ..	546, 918
"Duke of Buccleuch," The (No. 1). The Eastern Steamship Co. v. Smith	J. C. [1893] A. C. 506 ..	35, 103,
(No. 2)	[1894] W. N. 100 ..	471, 919
Duncan, In re. Ex parte Duncan	[1893] 2 Q. B. 107; C. A. ..	411, 672
Duncan, In re. Ex parte Official Receiver	[1893] 2 Q. B. 260 ..	238
Duncan:—Lawson v. In re Hewit	H. L. (E.) [1891] A. C. 310 ..	822
Duncan & Co.:—Vanderspar & Co. v.	[1892] P. 201 ..	641, 799
Duncombe:—Ward v.	[1892] 1 Q. B. 331.. ..	53
Dunham:—Mills v.	C. A. [1892] 1 Q. B. 879 ..	49, 53
Dunhill, In re. Ex parte Dunhill	[1891] 3 Ch. 568 ..	8
Dunhill, In re. Ex parte Wilson	[1891] W. N. 178 ..	817
Dunhill v. North-Eastern Railway	H. L. (E.) [1893] A. C. 369 ..	511
Dunlop & Sons v. Balfour, Williamson & Co.	C. A. [1891] 1 Ch. 576 ..	746, 747,
Dunn v. Devon and Exeter Constitutional News- paper Co.	[1894] 2 Q. B. 234.. ..	931
Dunn:—Hildesheimer v.	[1894] 2 Q. B. 554.. ..	55
Dunn v. Reg.	[1895] W. N. 116 (13); O. A. ..	44
Dunning, In re. Sturgeon v. Lawrence	[1895] W. N. 156 (3) ..	415
"Dunstanborough," The	[1892] 1 Q. B. 507.. ..	807
Dunster's Case. In re Glory Paper Mills Co.	[1895] 1 Q. B. 211, n. ..	645, 646
	[1891] W. N. 66 ..	213
	C. A. [1895] W. N. 160 (4) ..	248
	[1894] W. N. 140 ..	591
	[1892] P. 363, n. ..	823, 895
	C. A. [1894] 3 Ch. 473 ..	168

Name of Case.	Volume and Page.	Column of Digest.
Duplany v. Duplany	[1892] P. 53	286
Durham (County Council) v. Chester-le-Street (Assessment Committee)	[1891] 1 Q. B. 330	227, 733
Durham v. Northen	[1895] P. 66	702
Durham (Justices):—Reg. v.	[1895] 1 Q. B. 801	772, 877
Durnford:—Riddell v.	[1893] W. N. 30	426
Dutton, In re. Plunkett v. Simeon	[1893] W. N. 65	974
Dutton, In re	[1892] 1 Q. B. 486	221, 409
Dutton:—France v.	[1891] 2 Q. B. 208	232, 837
Duverney:—White v.	[1891] P. 290	702
"Dwina," The	[1892] P. 58	833
Dyer v. Munday	C. A. [1895] 1 Q. B. 742	484
Dyer:—Stafford v.	[1895] 1 Q. B. 566	831
Dyer v. Tulley	[1894] 2 Q. B. 794	864, 879
Dyke v. Gower	[1892] 1 Q. B. 220	11
Dyson:—Reg. v.	C. C. R. [1894] 2 Q. B. 176	53, 244
Dyson's Trade-mark, In re	[1891] W. N. 176	605
E.		
Eagers:—Goaling v.	[1895] 1 Q. B. 793	963
Eames:—Mercers' Co. v.	[1891] 1 Ch. 658	249, 434
Eames:—Perry v.	[1891] 1 Ch. 658	53, 249, 434, 444
Eames:—Salaman v.	[1891] 1 Ch. 658	249, 434
Earnshaw-Wall, In re	[1894] 3 Ch. 156	846
Earp v. Briggs. In re Briggs	[1894] W. N. 162	7
East Ham (Churchwardens, &c.):—Fourth City Mutual Building Society v.	[1892] 1 Q. B. 661	736, 876, 880
East London Waterworks Co. v. Charles	[1894] 2 Q. B. 730	879
East London Waterworks Co. v. Foulkes	[1894] 1 Q. B. 819	961
East London Waterworks Co. v. Kellerman	[1892] 2 Q. B. 72	961
East London Waterworks Co. v. Kyffin	[1895] 1 Q. B. 55	961
East Molesey (Local Board) v. Lambeth Waterworks Co.	C. A. [1892] 3 Ch. 289	959
East Riding Club and Race Course Co.:—Baird v.	[1891] W. N. 144	672
East Stonehouse (Local Board) v. Victoria Brewery Co.	[1895] 2 Ch. 514	603
Eastern and Australian Steamship Co., In re	[1893] W. N. 31	155
Eastern and Midland Railway Co., In re	[1892] W. N. 173	725
Eastern Steamship Co. v. Smith. The "Duke of Buccleuch"	H. L. (E.) [1891] A. C. 310	822
Easton v. Landor	C. A. [1892] W. N. 176	927, 932
Eaton, In re. Daines v. Eaton	[1894] W. N. 95	893, 968
Eaton v. Daines	[1894] W. N. 32	921
Ebbetts v. Conquest	C. A. [1895] 2 Ch. 377	422
Ebbamith:—South Staffordshire Tramway Co. v.	C. A. [1895] 2 Q. B. 669	607
Eccles:—Pudney v.	[1893] 1 Q. B. 52	309, 339
Ecclesiastical Commissioners v. Parr	C. A. [1894] 2 Q. B. 420	212, 441
Ecclesiastical Commissioners:—Plumstead (Board of Works) v.	[1891] 2 Q. B. 361	119, 456
Ecclesiastical Commissioners v. Treemcr	[1893] 1 Ch. 166	426
Ecclesiastical Commissioners v. Wodehouse	[1895] 1 Ch. 552	298, 620, 958
Ecclesiastical Commissioners and New City of London Brewery Co., In re	[1895] 1 Ch. 702	97, 120
Eckersley v. Mersey Docks and Harbour Board	C. A. [1894] 2 Q. B. 667	22

Name of Case.	Volume and Page.	Column of Digest.
Eddlestone:—Farrar v. In re Holmes	[1892] W. N. 177	640, 658
Eddystone Granite Quarries:—Folitt v.	[1892] 3 Ch. 75	134
Eddystone Marine Insurance Co., In re (No. 1). Ex } parte Western Insurance Co.	[1892] 2 Ch. 423	390
Eddystone Marine Insurance Co., In re (No. 2)	C. A. [1893] 3 Ch. 9	167
Eddystone Marine Insurance Co., In re (No. 3)	[1894] W. N. 30	87, 167
"Eden," The	[1892] P. 67	227, 800,
"Edenmore," The	[1893] P. 79	863
Edge:—Johnson v.	C. A. [1892] 2 Ch. 1	832
Edgell v. Wilson	[1893] W. N. 145	565
Edinburgh (Corporation):—Edinburgh Street Tram- ways Co. v.	H. L. (S.) [1894] A. C. 456	507
Edinburgh Northern Tramways Co.:—Mann v.	H. L. (S.) [1893] A. C. 69	912
Edinburgh Northern Tramways Co.:—Rixon v.	H. L. (S.) [1893] W. N. 110	151
Edinburgh Street Tramways Co. v. Edinburgh } (Corporation)	H. L. (S.) [1894] A. C. 456	138
Edinburgh United Breweries Co. v. Molleson	H. L. (S.) [1894] A. C. 96	912
Edmonton Union (Guardians):—Midland Railway v. }	C. A. [1895] 1 Q. B. 357; } H. L. (E.) [1895] A. C. } 485	761
Edmunds:—Goodier v.	[1893] 3 Ch. 455	573, 771
Edmunds v. James	[1892] 1 Q. B. 18	485
Edwards:—Hughes v.	H. L. (S.) [1892] A. C. 583	211, 990
Edwards, In re. Edwards v. Edwards	[1894] 3 Ch. 644	398
Edwards:—Attorney-General v.	[1891] 1 Ch. 194	763
Edwards v. Brown. In re Cliff	C. A. [1895] 2 Ch. 21	976, 996
Edwards:—Buckley v.	J. C. [1892] A. C. 387	850
Edwards v. Carter (Carter v. Silber)	H. L. (E.) [1893] A. C. 360	664
Edwards:—Cunnack v.	[1895] 1 Ch. 489	123, 405,
Edwards v. Edwards	[1894] P. 33	527
Edwards v. Jenkins	[1895] W. N. 142 (4)	377
Edwards:—Lawrence v. (No. 1)	[1891] 1 Ch. 144	114, 248,
(No. 2)	[1891] 2 Ch. 72	336
Edwards v. Marcus	C. A. [1894] 1 Q. B. 587	281
Edwards v. Marston	C. A. [1891] 1 Q. B. 225	250
Edwards:—Pillars v.	C. A. [1894] W. N. 212	299, 302,
Edwards v. Roberts	[1891] 1 Q. B. 302	541
Edwards:—Robson v.	[1893] 2 Ch. 146	299, 542
Edwards v. Standard Rolling Stock Syndicate	[1893] 1 Ch. 574	82
Edye (a Solicitor), In re	[1891] W. N. 1	82
Egerton v. All of Odd Rode	[1894] P. 15	876
Eichbaum v. City of Chicago Grain Elevators	[1891] 3 Ch. 459	433
"Eider," The	C. A. [1893] P. 119	185
Elcom, In re. Layborn v. Grover Wright	C. A. [1894] 1 Ch. 303	48, 362,
Electrical Engineering Corporation:—Brunton v.	[1892] 1 Ch. 434	851
Elen, In re. Thomas v. McKeckine	[1893] W. N. 90	297
"Elephant" The (Boiler ex)	[1891] W. N. 52	297
Eley:—Cole v.	[1894] 2 Q. B. 180; C. A. } [1894] 2 Q. B. 350	161
Elliott (or Birkett or Kelsall) v. Pardom	H. L. (S.) [1895] A. C. 371	666, 805
Elkington & Co. v. Hürter	[1892] 2 Ch. 452	479
Ellenor v. Ugle	[1895] W. N. 161 (8)	133, 326,
Ellesmere Brewery Co. v. Cooper	[1895] W. N. 157 (8)	851

Name of Case.	Volume and Page.	Column of Digest.
Elliott, In re. <i>Elliott v. Elliott</i>	[1891] W. N. 9	200, 995
Elliott & Co. :—O'Hara, Matthews & Co. <i>v.</i>	[1893] 1 Q. B. 362	597
Ellis :— <i>Ashbury v.</i>	J. C. [1893] A. C. 339	527
Ellis :— <i>Attorney-General v.</i>	[1895] 2 Q. B. 466	259
Ellis <i>v. Barfield</i> . In re Northage	[1891] W. N. 84	144, 889
Ellis <i>v. Dadson</i>	[1891] W. N. 43	196, 619
Ellis <i>v. Goulton</i>	C. A. [1893] 1 Q. B. 350	683, 944
Ellis :— <i>White v.</i> In re Wyatt	C. A. [1892] 1 Ch. 188; H. L. (E.) [1893] A. C. 369	511, 930, 931
Ellison :— <i>Singleton v.</i>	[1895] 1 Q. B. 607	242
Elms :— <i>Hare v.</i>	[1893] 1 Q. B. 604	424
Elmsley <i>v. Mitchell</i> . In re Pickard	[1894] 2 Ch. 88; C. A. [1894] 3 Ch. 704	117
Elmsley <i>v. North Eastern Railway Co.</i>	[1895] W. N. 161 (9)	724
Else :— <i>Docksey v.</i>	[1891] W. N. 65	506
Elsmor and McArthur's Case. In re Common Petroleum Engine Co.	[1895] 2 Ch. 759	169
Elstone :— <i>Collins v.</i>	[1893] P. 1	708, 992
"Elton," The	[1891] P. 265	667, 804, 805
Elve <i>v. Boyton</i>	C. A. [1891] 1 Ch. 501	117, 197, 248, 933
Emerson :— <i>Attorney-General v.</i>	H. L. (E.) [1891] A. C. 649	325
Emmerson, Tarn <i>v.</i> In re Leng	C. A. [1895] 1 Ch. 652	7, 52
Emmott & Co. <i>v. Walters</i>	[1891] W. N. 79	610
Empire Palace :— <i>Hanfstaengl v.</i> (No. 1)	C. A. [1894] 2 Ch. 1	219
(No. 2)	C. A. [1894] 3 Ch. 109	220
Empire Palace Co. :— <i>Michiels v.</i>	C. A. [1892] W. N. 38	660
Endowed Schools Act, 1869, and Swansea Grammar School, In re	J. C. [1894] A. C. 252	113
Enfield (Local Board) :— <i>Savery v.</i>	H. L. (E.) [1893] A. C. 218	945
Engel <i>v. South Metropolitan Brewing and Bottling Co.</i> (No. 1)	[1891] W. N. 31	417
(No. 2)	[1892] 1 Ch. 442	129
England, In re. <i>Steward v. England</i>	[1895] 1 Ch. 100; C. A. [1895] 2 Ch. 820	436
England <i>v. Provincial Assets Co.</i> In re Croom	[1891] 1 Ch. 695	65
English Bank of the River Plate, In re (No. 1)	[1892] 1 Ch. 391	169
English Bank of the River Plate, In re (No. 2). Ex parte Bank of Brazil	[1893] 2 Ch. 438	73, 189, 861
English, Scottish, and Australian Chartered Bank, In re	C. A. [1893] 3 Ch. 385	192, 193
English and Scottish Mercantile Investment Trust <i>v. Brunton</i>	[1892] 2 Q. B. 1; C. A. [1892] 2 Q. B. 700	135
"Englishman," The, and The "Australia" (No. 1)	[1894] P. 239	823
(No. 2)	[1895] P. 212	629, 802
Ennis (Sir J. J.), In re. <i>Coles v. Peyton</i>	C. A. [1893] 3 Ch. 238	686
Enright :— <i>Smith v.</i>	[1893] W. N. 173	744
Eriché :— <i>Trinidad and Tobago (Attorney-General for) v.</i>	J. C. [1893] A. C. 518	238, 307, 916
Erith (Churchwardens, &c.) :— <i>London (County Council) v.</i>	H. L. (E.) [1893] A. C. 562	453, 735
Ernsthausen & Co. :— <i>Aitken, Lilburn & Co. v.</i>	C. A. [1894] 1 Q. B. 773	816
Errington, In re. Ex parte Mason	[1894] 1 Q. B. 11	59, 509
Esdaile :— <i>Lane v.</i>	H. L. (E.) [1891] A. C. 210	357
Esquimalt and Nanaimo Railway :— <i>Hoggan v.</i>	J. C. [1894] A. C. 429	101
Essex (Commissioners of Taxes of Barstaple Division) :— <i>Reg. v.</i>	[1895] 2 Q. B. 123	898

Name of Case.	Volume and Page.	Column of Digest.
Essex (Justices):—Reg. v. (No. 1)	[1892] 1 Q. B. 490 ..	772, 877
(No. 2)	C. A. [1895] 1 Q. B. 38 ..	729
Essex (Sheriff), Ex parte. In re Harrison ..	[1893] 2 Q. B. 111 ..	63, 797
Etherley Grange Coal Co. v. Auckland District Highway Board	C. A. [1894] 1 Q. B. 37 ..	353
Etoile, Société Anonyme des Verreries de l', In re The Trade-mark of (No. 1)	[1893] W. N. 119 ..	659
(No. 2)	[1894] 1 Ch. 61; C. A. [1894] 2 Ch. 26 ..	905, 908
Evans, Ex parte	H. L. (E.) [1894] A. C. 16 ..	394
Evans, In re. Ex parte Evans	C. A. [1891] 1 Q. B. 143 ..	53
Evans, In re. Evans v. Noton (No. 1)	C. A. [1893] 1 Ch. 252 ..	585, 590, 592
(No. 2)	[1893] W. N. 32 ..	591
Evans:—Biggs v.	[1894] 1 Q. B. 88 ..	320
Evans v. Davies	[1893] 2 Ch. 216 ..	160, 659
Evans v. Evans (No. 1)	C. A. [1892] 2 Ch. 173 ..	262
(No. 2)	[1892] W. N. 174 ..	592
Evans:—Gordon v.	C. A. [1894] 1 Q. B. 248 ..	236
Evans v. Hoare	[1892] 1 Q. B. 598 ..	333
Evans:—Lamb v. (No. 1)	[1892] 3 Ch. 462; C. A. [1893] 1 Ch. 218 ..	213, 483, 487, 625
(No. 2)	[1895] W. N. 156 (2) ..	216
Evans:—London and North Western Railway Co. v. {	[1892] 2 Ch. 432; C. A. [1893] 1 Ch. 16 ..	496
Evans v. Moore. In re Davis	[1891] 3 Ch. 119 ..	440
Evans v. Owens	[1895] 1 Q. B. 237 ..	325
Evans:—Ratcliffe v.	C. A. [1892] 2 Q. B. 524 ..	267
Evans v. Ware	[1892] 3 Ch. 502 ..	371, 747
Evans:—Wegg-Prosser v.	[1894] 2 Q. B. 101; C. A. [1895] 1 Q. B. 108 ..	688
Evans & Co. (J. H.), In re	[1892] W. N. 126 ..	184
Evelyn, In re. Ex parte General Public Works and Assets Co.	[1894] 2 Q. B. 302 ..	68, 622
Everard:—Walter v.	C. A. [1891] 2 Q. B. 369 ..	20, 372
Everett v. Remington	[1892] 3 Ch. 148 ..	951
Everett:—Rutter v.	[1895] 2 Ch. 872 ..	46
Everitt v. Automatic Weighing Machine Co. ..	[1892] 3 Ch. 506 ..	159
Everley, In the Goods of	[1892] P. 50 ..	695
Evington:—Filahie v.	[1892] 2 Q. B. 200 ..	11
Exchange Telegraph Co. v. Gregory & Co. ..	C. A. [1895] W. N. 138 (6) ..	215
Eyre v. Wynn-Mackenzie (No. 1)	[1894] 1 Ch. 218 ..	503, 839
(No. 2)	[1895] W. N. 161 (7) ..	502, 589, 839, 865
Eyre and Leicester (Corporation), In re ..	C. A. [1892] 1 Q. B. 136 ..	21
Eyres:—Starkey v. In re Deakin	[1894] 3 Ch. 565 ..	997
Eyston:—Bruno v. In re Huddleston	[1894] 3 Ch. 595 ..	579, 612

F.

Faber:—Barnard v.	C. A. [1893] 1 Q. B. 340 ..	382
Facey:—Harvey v.	J. C. [1893] A. C. 552 ..	207, 888
"Faedrelandet," The	C. A. [1895] P. 205 ..	821
Fairbairn Engineering Co., In re. Ladd's Case	[1893] 3 Ch. 450 ..	196
Fairfield Shipbuilding and Engineering Co. v. London and East Coast Express Steamship Co. {	[1895] W. N. 64 ..	131, 855, 827
Fairthorne:—Kibble v.	[1895] 1 Ch. 219 ..	441, 515
Fairtlough v. Whitmore	[1895] W. N. 52 ..	340

Name of Case.	Volume and Page.	Column of Digest.
Fields:—Fletcher v.	[1891] 1 Q. B. 790..	458
Figg v. Moore Bros.	[1894] 2 Q. B. 690..	65
Fillingham v. Wood	[1891] 1 Ch. 51 ..	446
Filshie v. Evington	[1892] 2 Q. B. 200..	11
Fine Arts and General Insurance Co.:—Nevill v. ..	C. A. [1895] 2 Q. B. 156 ..	265
Finska Angfartygs Aktiebolaget v. Brown, Toogood & Co.	[1891] W. N. 87; C. A. [1891] W. N. 116 ..	596
Firbank, Pauling & Co.:—Worcester City and County Banking Co. v. ..	C. A. [1894] 1 Q. B. 784 ..	662, 677
Firth:—Liverpool and Manchester Aerated Bread Co. v.	[1891] 1 Ch. 367 ..	605
Firth & Sons v. De Las Rivas	[1893] 1 Q. B. 768..	590, 665
Fish, In re. Bennett v. Bennett	C. A. [1893] 2 Ch. 413 ..	376, 596, 604, 633, 840, 924
Fish, In re. Ingham v. Raynor	C. A. [1894] 2 Ch. 83 ..	978, 996
Fishburn v. Hollingshead	[1891] 2 Ch. 371 ..	217
Fisher, In re	[1894] 1 Ch. 53; C. A. [1894] 1 Ch. 450 ..	413, 459, 598, 645
Fisher:—Cross v.	C. A. [1892] 1 Q. B. 467 ..	93
Fisher v. Doody. In re Doody	C. A. [1893] 1 Ch. 129 ..	503, 841
Fisher v. Jackson	[1891] 2 Ch. 84 ..	112
Fitton, In re. Hardy v. Fitton	[1893] W. N. 201 ..	615, 657
Fitz v. Iles	C. A. [1893] 1 Ch. 77 ..	748
Fitzgerald's Trustees v. Mellersh (No. 1) (No. 2)	[1892] W. N. 4 ..	860
Fitzgerald's Settled Estates, In re. Saunders v. Boyd ..	[1892] 1 Ch. 385 ..	504, 509
Fitzroy v. Harris. In re Harris	[1891] 3 Ch. 394 ..	778
Flack's Case. In re Central Sugar Factories of Brazil ..	[1891] W. N. 76 ..	577
Fladgate:—Blyth v.	[1894] 1 Ch. 369 ..	176, 619
Flatau, In re. Ex parte Official Receiver	[1891] 1 Ch. 337 ..	848
Flegg v. Prentis	C. A. [1893] 2 Q. B. 219 ..	63
Fleming's Divorce Bill, In re	[1892] 2 Ch. 428 ..	405
Fletcher v. Fields	H. L. (I.) [1893] W. N. 93 ..	357
Fletcher v. London and North Western Railway Co. ..	[1891] 1 Q. B. 790..	458
Flin v. Howard	C. A. [1892] 1 Q. B. 122 ..	633
Floating Dock Co. of St. Thomas, In re	C. A. [1893] 2 Ch. 54 ..	513
Flood v. Jackson	[1895] 1 Ch. 691 ..	137, 151
Florence v. Paddington Vestry	C. A. [1895] 2 Q. B. 21 ..	4, 201, 205, 911
Flower:—Bean v.	[1895] W. N. 143 (9) ..	451
Flower v. Flower	C. A. [1895] W. N. 120 (12) ..	670
Flower v. London and North-Western Railway ..	[1893] P. 290 ..	285
Foden v. Foden	C. A. [1894] 2 Q. B. 65 ..	371
Foley:—Jones v.	C. A. [1894] P. 307 ..	275
Folkestone (Corporation) v. Brooks	[1891] 1 Q. B. 730 ..	423, 915
Folkestone (Corporation) v. Ladd	C. A. [1893] 3 Ch. 22 ..	873
Follit v. Eddystone Granite Quarries	C. A. [1893] 3 Ch. 22 ..	873
Follows, In re. Ex parte Follows	[1892] 3 Ch. 75 ..	134
Forbes v. Hardcastle. In re Hollon	[1895] 2 Q. B. 521..	39
Forbes v. Hume. In re Hume	[1893] W. N. 111 ..	117
Ford:—Barnardo v. (Gossage's Case)	C. A. [1895] 1 Ch. 422 ..	117
Ford v. Nuthall. In re Nuthall	H. L. (E.) [1892] A. C. 326 ..	349, 586
Ford's Hotel Co., Ltd.:—Bartlett v.	C. A. [1891] W. N. 55 ..	62
Fordom v. Parsons	C. A. [1895] 1 Q. B. 850; H. L. (E.) [1895] W. N. 153 (10) ..	26
Foreign, American and General Investment Trust v. Sloper	[1894] 2 Q. B. 780..	792
	[1893] 2 Ch. 96; C. A. [1894] 3 Ch. 716 ..	134, 595

Name of Case.	Volume and Page.	Column of Digest.
Foreign and Colonial Government Trust Co., In re ..	[1891] 2 Ch. 395 ..	148
Foreman :—Davis v. ..	[1894] 3 Ch. 654 ..	618
Forrester :—Wolmer (Viscount) v. In re Cleveland's (Duke) Settled Estate ..	C. A. [1894] 1 Ch. 164 ..	998
Forget v. Ostigny ..	J. C. [1895] A. C. 318 ..	104, 341, 407, 869
Forrest, Commissioner of Crown Lands :—West Australian Land Co. v. ..	J. C. [1894] A. C. 176 ..	966
Forrester :—Farrington v. In re Jones ..	[1893] 2 Ch. 461 ..	378, 501, 551
Forshaw :—Crawford v. ..	C. A. [1891] 2 Ch. 261 ..	315
Forster v. Farquhar ..	C. A. [1893] 1 Q. B. 564 ..	599
Forsyth v. Forsyth ..	[1891] P. 363 ..	288
Fortescue v. Lostwithiel and Fowey Railway ..	[1894] 3 Ch. 621 ..	726, 855
Fortescue v. St. Matthew, Bethnal Green (Vestry) ..	[1891] 2 Q. B. 170 ..	448
Forth and North Sea Steamboat Mutual Insurance Association :—Muirhead v. ..	H. L. (S.) [1894] A. C. 72 ..	384, 768
Forwood :—Montagu v. ..	C. A. [1893] 2 Q. B. 350 ..	685
Foster :—Birmingham (Corporation) v. ..	[1894] W. N. 43 ..	473
Foster v. Fraser ..	[1893] 3 Ch. 158 ..	356
Foster v. London, Chatham and Dover Railway Co. ..	C. A. [1895] 1 Q. B. 711 ..	722
Foster v. North Hendre Mining Co. ..	[1891] 1 Q. B. 71 ..	495
Foster v. Reeves ..	C. A. [1892] 2 Q. B. 255 ..	234
Foster (John) & Sons, Ltd. v. Inland Revenue Commissioners ..	C. A. [1894] 1 Q. B. 516 ..	859
Foulis :—Leeson v. In re Uttermare ..	[1893] W. N. 158 ..	998
Foulkes :—East London Waterworks Co. v. ..	[1894] 1 Q. B. 819 ..	961
Fourth City Mutual Building Society v. East Ham (Churchwardens) ..	[1892] 1 Q. B. 661 ..	736, 876, 880
Fourth City Mutual Building Society v. West Ham (Churchwardens) ..	[1892] 1 Q. B. 654 ..	735, 864
Foveaux, In re. Cross v. London Anti-Vivisection Society ..	[1895] 2 Ch. 501 ..	113
Fowle :—Carr v. ..	[1893] 1 Q. B. 251 ..	416, 898
Fowler v. Broad's Patent Night Light Co. ..	[1893] 1 Ch. 724 ..	127
Fowler v. James. In re Beeman ..	[1895] W. N. 151 (1) ..	314
Fowler :—Metropolitan Railway Co. v. ..	C. A. [1892] 1 Q. B. 165; H. L. (E.) [1893] A. C. 416 ..	416
Fox :—Lord v. ..	[1892] 1 Q. B. 199 ..	546
Fox (Lane) v. Kensington and Knightsbridge Electric Lighting Co. ..	[1892] 2 Ch. 66; C. A. [1892] 3 Ch. 424 ..	559, 566
Fox v. Martin ..	[1895] W. N. 36 ..	161, 306
Fox :—Teague v. In re Godden ..	[1893] 1 Ch. 292 ..	891
Fox & Jacobs, In re. Ex parte Discount Banking Co. of England and Wales ..	[1894] 1 Q. B. 438 ..	66
Foy, Morgan & Co. :—Montgomery v. ..	C. A. [1895] 2 Q. B. 321 ..	638
Frames v. Bultfontein Mining Co. ..	[1891] 1 Ch. 140 ..	143
France :—Baxter v. (No. 1) ..	C. A. [1895] 1 Q. B. 455 ..	584, 671
(No. 2) ..	C. A. [1895] 1 Q. B. 591 ..	671
France v. Dutton ..	[1891] 2 Q. B. 208 ..	232, 837
Frank, In re ..	[1894] 1 Q. B. 9 ..	67
Franks, In re. Ex parte Gittins ..	[1892] 1 Q. B. 646 ..	51
Frape, In re. Ex parte Perrett (No. 1) ..	C. A. [1893] 2 Ch. 284 ..	843
(No. 2) ..	[1894] 2 Ch. 290 ..	842
Fraser, In re. Ex parte Central Bank of London ..	[1892] 2 Q. B. 633 ..	61
Fraser, In the Goods of ..	[1891] P. 285 ..	706
Fraser v. Byas ..	[1895] W. N. 112 (5) ..	570
Fraser :—Foster v. ..	[1893] 3 Ch. 158 ..	356

TABLE OF CASES IN THE DIGEST.

11

Name of Case.	Volume and Page.	Column of Digest.
Fraser:—Henthorn <i>v.</i>	[1892] 2 Ch. 27 ..	206
Freebody & Co.:—Peterson <i>v.</i>	[1895] 2 Q. B. 294 ..	809
Freeman <i>v.</i> General Publishing Co.	[1894] 2 Q. B. 380 ..	599
Freeman:—Hargreave <i>v.</i>	[1891] 3 Ch. 39 ..	903
Freeman:—Leppington <i>v.</i>	[1891] W. N. 159; C. A. } [1891] W. N. 198 }	945
Freer:—Murray <i>v.</i>	[1893] 1 Q. B. 281; C. A. } [1893] 1 Q. B. 635; H. L. } (E.) [1894] A. C. 576 ..	397
Freme, In re. Freme <i>v.</i> Logan (No. 1)	[1891] 3 Ch. 167 ..	304
(No. 2)	C. A. [1894] 1 Ch. 1 ..	779
Freme's Contract, In re	[1895] 2 Ch. 256; C. A. } [1895] 2 Ch. 778 }	211, 708, 992
French:—Roberts <i>v.</i>	C. A. [1895] W. N. 22 ..	632
Frere:—Williams <i>v.</i> In re Smith	[1891] 1 Ch. 323 ..	607, 608
Freund <i>v.</i> Steward. In re Geok	C. A. [1893] W. N. 161 ..	114, 115
Friedheim, Ex parte. Mitchell <i>v.</i> Weise	[1892] W. N. 139 ..	54, 555
Frigout:—Peacock <i>v.</i> In re Abbott	[1893] 1 Ch. 54 ..	580, 989
Frodingham Iron and Steel Co. <i>v.</i> Bowser	[1894] 2 Q. B. 791 ..	355
Frowde <i>v.</i> Hengler. In re Hengler (No. 1)	[1893] 1 Ch. 586 ..	889
(No. 2)	[1893] W. N. 37 ..	885
Fuente's Trade-marks, In re	[1891] 2 Ch. 166 ..	906
Fulham (Vestry):—Metropolitan Railway Co. <i>v.</i>	C. A. [1895] 2 Q. B. 443 ..	458
Fulham (Vestry):—Moore <i>v.</i>	C. A. [1895] 1 Q. B. 399 ..	500
Fuller, In the Goods of	[1892] P. 377 ..	694
Fuller <i>v.</i> Blackpool Winter Gardens and Pavilion Co.	C. A. [1895] 2 Q. B. 429 ..	218
Furber, Ex parte. In re Parsons	[1898] 2 Q. B. 122 ..	79
Furlong:—Barker <i>v.</i>	[1891] 2 Ch. 172 ..	30, 672, 675, 917
Furness:—Baumwoll Manufactur von Scheibler <i>v.</i>	C. A. [1892] 1 Q. B. 253; } H. L. (E.) [1893] A. C. 8 }	818
Furness, Withy & Co.:—Manchester Trust <i>v.</i>	[1895] 2 Q. B. 282; C. A. } [1895] 2 Q. B. 589 }	813
Furness, Withy & Co., Ltd. <i>v.</i> White (W. N.) & Co., Ltd.	C. A. [1894] 1 Q. B. 483; } H. L. (E.) [1895] A. C. 40 }	808
Furnivall <i>v.</i> Hudson	[1893] 1 Ch. 335 ..	81, 581
Fylde Waterworks Co.:—Chapman <i>v.</i>	C. A. [1894] 2 Q. B. 599 ..	961
Fysh:—Blackman <i>v.</i>	C. A. [1892] 3 Ch. 209 ..	651, 977
Fyson <i>v.</i> Johnson. In re Rolfe	[1894] W. N. 77 ..	634
G.		
G— (an Infant), In re	[1892] 1 Ch. 292 ..	377
G— <i>v.</i> C—. In re S—'s Settlement	[1893] W. N. 127 ..	481
G— <i>v.</i> L—	[1891] 3 Ch. 126 ..	378, 675
Gadban:—Musurus Bey <i>v.</i>	[1894] 1 Q. B. 533; C. A. } [1894] 2 Q. B. 352 }	392, 436, 665
Gaisford:—Reg. <i>v.</i>	[1892] 1 Q. B. 381 ..	410
Galashiels (Corporation of):—Schulze <i>v.</i>	H. L. (S.) [1895] A. C. 666 ..	764
Galbraith:—Witted <i>v.</i>	[1893] 1 Q. B. 431; C. A. } [1893] 1 Q. B. 577 }	667
Gale <i>v.</i> Overend	[1891] 1 Q. B. 269 ..	549
Gallard, In re. Ex parte Harris	C. A. [1892] 1 Q. B. 532 ..	68
Gallard, In re. Ex parte Gallard	C. A. [1895] W. N. 146 (1) ..	49, 838
Gallsworthy <i>v.</i> Selby Dam Drainage Commrs.	C. A. [1892] 1 Q. B. 348 ..	222, 794
Gangee, In re	C. A. [1891] W. N. 106 ..	62
Gangee:—Ward <i>v.</i>	[1891] W. N. 165 ..	613
Gardiner:—Woolwich (Local Board) <i>v.</i>	[1895] 2 Q. B. 497 ..	567

Name of Case.	Volume and Page.	Column of Digest.
Gardner, In re. Long v. Gardner (No. 1)	[1892] W. N. 164	310
(No. 2)	C. A. [1894] W. N. 159	588
Gardner:—Knight v. In re Knight	[1892] 2 Ch. 368	850
Garland's Case. Reg. v. Commissioners of Inland Revenue	[1891] 1 Q. B. 485	566
Garnett, In the Goods of	[1894] P. 90	702
Garnett:—Armitage v. In re Armitage	C. A. [1893] 3 Ch. 337	890
Gas Float Whitton No. 2, The	[1895] P. 301; C. A. [1895] W. N. 160 (2)	798, 832, 833
Gaskell's Settled Estates, In re	[1894] 1 Ch. 485	776
Gasquoine, In re. Gasquoine v. Gasquoine	C. A. [1894] 1 Ch. 470	312
Gaston:—Stockton Football Co. v.	[1895] 1 Q. B. 453	590
Gates and Jones' Case, otherwise Jones' Case	[1893] 2 Ch. 49, n.	114
Gebhardt v. Saunders	[1892] 2 Q. B. 452	421, 453
Geck, In re. Freund v. Steward	C. A. [1893] W. N. 161	114, 115
Gedye v. Commrs. of Works	C. A. [1891] 2 Ch. 630	951
Gedye v. Pelling	[1892] W. N. 44	615
Gee, In re. Pearson-Gee v. Pearson	[1895] W. N. 90	782, 933
Geisel:—Robinson v.	C. A. [1894] 2 Q. B. 685	639
Geldert:—Pictou (Municipality) v.	J. C. [1893] A. C. 524	102, 222, 354, 861
Gems:—Wyatt v.	[1893] 2 Q. B. 225	458, 864
General Auction, Estate, and Monetary Co. v. Smith	[1891] 3 Ch. 432	127
General and Commercial Investment Trust:—Verner v.	C. A. [1894] 2 Ch. 239	144
General Credit Co., In re	[1891] W. N. 153	141
General Medical Council:—Allinson v.	C. A. [1894] 1 Q. B. 750	408, 489
General Mineral Patents Syndicate:—Malleon v.	[1894] 3 Ch. 538	145
General Phosphate Corporation, In re (No. 1)	[1893] W. N. 142	184
(No. 2)	C. A. [1895] 1 Ch. 3	174
General Public Works and Assets Co., Ex parte. In re Evelyn	[1894] 2 Q. B. 302	68, 622
General Publishing Co.:—Freeman v.	[1894] 2 Q. B. 380	599
General Service Co-operative Stores, In re "Georg," The	[1891] 1 Ch. 496	194
George v. Carpenter	[1894] P. 330	805
George:—Godfrey v.	[1893] 1 Q. B. 505	325
George Newman & Co., In re	C. A. [1895] W. N. 152 (6)	846
George Newnes:—Johnson v.	C. A. [1895] 1 Ch. 674	188
Gerard (Lord) and Beecham's Contract, In re	[1894] W. N. 129	219
Gerard (Lord) and the London and North Western Railway, In re	C. A. [1894] 3 Ch. 295	951
[1894] 2 Q. B. 915; C. A. [1895] 1 Q. B. 459		495, 723
Gerard's (Lord) Settled Estates, In re	C. A. [1893] 3 Ch. 252	774, 775, 776, 779
Gerrard v. Clowes	[1892] 2 Q. B. 11	679
Gibbs v. Messer	J. C. [1891] A. C. 248	955
Gibbs (or Stevenson) v. Stevenson	H. L. (S.) [1894] W. N. 104	372
Gibson, Ex parte. In re Low	C. A. [1895] 1 Q. B. 734	40
Gibson v. Lawson	[1891] 2 Q. B. 545	243, 911
Gibson:—Reeve v.	C. A. [1891] 1 Q. B. 652	215, 603, 863
Gibson:—Wallace v.	H. L. (S.) [1895] A. C. 354	762
Gidney:—Northey Stone Co. v.	C. A. [1894] 1 Q. B. 99	233
Gilbert, In the Goods of	[1893] P. 183	708, 993
Gilbert:—Cooke v.	[1892] W. N. 111	630
Gilbert & Rivington:—Yorkshire Provident Life Assurance Co. v.	C. A. [1895] 2 Q. B. 148	607
Giles (Ellen), In re	[1894] W. N. 73	479
Giles v. Stephens. In re Stephens	[1892] W. N. 140	114, 956

Name of Case.	Volume and Page.	Column of Digest.
Gilchrist :—Ramsay v.	J. C. [1892] A. C. 412 ..	116, 335
Gilchrist Educational Trust, In re	[1895] 1 Ch. 367	113
Gill :—Boyce v.	[1891] W. N. 108	619
Gillanders :—Inglis v.	H. L. [1895] A. C. 507 ..	762
Gillchrest :—Baumwoll Manufactur von Scheibler v. ..	[1891] 2 Q. B. 310; C. A. [1892] 1 Q. B. 253; H. L. (E.) [1893] A. C. 8 ..	818
Gillow :—Harvey v. In re Sir E. Harvey's Estate ..	[1893] 1 Ch. 567	974, 983
Gilmour :—Caledonian Insurance Co. v.	H. L. (S.) [1893] A. C. 85 ..	23, 382, 759
Gilmour v. North British Railway Co.	H. L. (S.) [1893] A. C. 281 ..	766
Gilroy, Sons, & Co. v. Price & Co.	H. L. (S.) [1893] A. C. 56 ..	815
Gilson, In re. Gilson v. Gilson	[1894] 2 Ch. 92	671
"Gipsy Queen," The	C. A. [1895] P. 176	804
Gittins, Ex parte. In re Franks	[1892] 1 Q. B. 646	51
Gladstone :—Syer v.	[1892] W. N. 178	5
Glamorgan County Council v. Great Western Railway ..	[1895] 1 Q. B. 21	727
Glamorgan Steamship Co. :—Owners of "P. Caland" v. The "P. Caland"	H. L. (E.) [1893] A. C. 207 ..	357, 821
Glamorganshire (Justices) :—Reg. v.	C. A. [1892] 1 Q. B. 621 ..	395, 772, 878
Glasgow (Corporation) v. Glasgow and South Western Railway ..	H. L. (S.) [1895] A. C. 376 ..	959
Glasgow and South Western Railway :—Glasgow (Corporation) v.	H. L. (S.) [1895] A. C. 376 ..	959
Glass :—Woodin v. In re Woodin	C. A. [1895] 2 Ch. 309 ..	374, 966, 981, 982
Glasson, In re. Glasson v. Glasson	[1893] W. N. 85	636
Glasson :—Langston v.	[1891] 1 Q. B. 567	367
Gledhill :—Halifax Joint Stock Banking Co. v. "Glendarroch," The	[1891] 1 Ch. 31	334
"Glendevon," The	C. A. [1894] P. 226	802
"Glenlivet," The	[1893] P. 269	811
"Glenlivet," The	[1893] P. 164; C. A. [1894] P. 48	386
Glory Paper Mills Co., In re. Dunster's Case ..	C. A. [1894] 3 Ch. 473 ..	168
Glynn :—Margetson v.	C. A. [1892] 1 Q. B. 337; H. L. (E.) [1893] A. C. 351 ..	811
Goblet Frères :—Boxsius v.	C. A. [1894] 1 Q. B. 842 ..	266
Goddard v. Higg. In re Higg's Mortgage	[1894] W. N. 73	505, 592
Goddard :—Sawyer v. In re Dartnall	C. A. [1895] 1 Ch. 474 ..	838, 931
Godden, In re. Teague v. Fox	[1893] 1 Ch. 292	891
Godfrey, In re. Thorne-George v. Godfrey ..	C. A. [1895] W. N. 12 ..	481
Godfrey v. George	C. A. [1895] W. N. 152 (6) ..	846
Godfrey :—Shiel v.	[1893] W. N. 115	434, 622
Gold Ores Reduction Co. v. Parr	[1892] 2 Q. B. 14	679, 680
Goldberg, Ex parte	C. A. [1893] 1 Q. B. 417 ..	586, 616
Goldsborough, Mort & Co. :—North Australian Territory Co. v.	C. A. [1893] 2 Ch. 381 ..	175
Goldsmid :—Chaffers v.	[1894] 1 Q. B. 186	4, 469, 544
Goldsmith :—Turner v.	C. A. [1891] 1 Q. B. 544 ..	208
Gooch v. Gooch	[1893] P. 99	279
Good & Co. v. Isaacs & Sons	C. A. [1892] 2 Q. B. 555 ..	809
Goodall, In re. Goodall v. Goodall	[1895] W. N. 136 (7) ..	258
Goodall :—Alexander Pirie & Sons v.	C. A. [1892] 1 Ch. 35 ..	906
Goodden v. Goodden	[1891] P. 395; C. A. [1892] P. 1	276
Goode v. Tickerish. In re Bullock	[1891] W. N. 62	979

Name of Case.	Volume and Page.	Column of Digest.
Goodenough, In re. <i>Marland v. Williams</i>	[1895] 2 Ch. 537	891
Goodier v. Edmunds	[1893] 3 Ch. 455	211, 990
Goole (Local Bd. of):— <i>Reg. v.</i>	[1891] 2 Q. B. 212	872
Gordon, In the Goods of	[1892] P. 228	703
Gordon v. Evans	C. A. [1894] 1 Q. B. 248	236
Gordon v. Pyper	H. L. (S.) [1892] W. N. 169	485, 765
Gordon:— <i>St. Martin's, Vestry of, v.</i>	[1891] 1 Q. B. 61	454
Gordon v. <i>St. Mary Abbots, Kensington Vestry</i>	[1894] 2 Q. B. 742	459
Gordon v. Williamson	[1892] 1 Q. B. 616; C. A. [1892] 2 Q. B. 459	445
Gorman, Ex parte	H. L. (E.) [1894] A. C. 23	396
Gorrie:— <i>Anderson v.</i>	C. A. [1895] 1 Q. B. 668	404, 916
Gorlat:— <i>Coxon v.</i>	[1891] 2 Ch. 73	138
Gorton:— <i>Dowse v.</i>	H. L. (E.) [1891] A. C. 190	313
Görz & Högh's Patent, In re	[1895] W. N. 105	562
Gosling:— <i>Attorney-General v.</i>	[1892] 1 Q. B. 545	260
Gosling v. Eagers	[1895] 1 Q. B. 793	963
Gosling v. Green	[1893] 1 Q. B. 109	896, 963
Gosling v. Newton	[1895] 1 Q. B. 793	963
Gosling v. Woolf	[1893] 1 Q. B. 39	428
Gossage's Case. <i>Barnardo v. Ford</i>	H. L. (E.) [1892] A. C. 326	349, 586
Gough, In re. <i>Lloyd v. Gough</i>	[1894] W. N. 76	850
Gough v. Gough. In re <i>Agricultural Holdings (E.) Act, 1883</i>	C. A. [1891] 2 Q. B. 665	419
Gough:— <i>Grainger & Son v.</i>	C. A. [1895] 1 Q. B. 71	366
Gough v. Wood	C. A. [1894] 1 Q. B. 713	504, 901
Gould:— <i>Le Lievre v.</i>	C. A. [1893] 1 Q. B. 491	683, 885
Goulder v. Goulder	[1892] P. 240	283, 289
Goulton:— <i>Ellis v.</i>	C. A. [1893] 1 Q. B. 350	683, 944
Government Stocks Investment Co., In re (No. 1)	[1891] 1 Ch. 649	148
(No. 2)	[1892] 1 Ch. 597	148
Government Stock Investment and other Securities Co. v. <i>Manila Railway</i>	C. A. [1895] 2 Ch. 551	182
Gower:— <i>Dyke v.</i>	[1892] 1 Q. B. 220	11
Gower v. Tobitt	[1891] W. N. 6	587, 590, 632, 656
Gozzett v. <i>Malden Urban Sanitary Authority</i>	[1894] 1 Q. B. 327	872
Grace:— <i>Wilmot v.</i>	[1892] 1 Q. B. 812	336
Graham, In re. <i>Graham v. Noakes</i>	[1895] 1 Ch. 66	650, 656, 687
Graham v. <i>Newcastle-upon-Tyne (Corporation)</i> (No. 1)	[1892] W. N. 184	342
(No. 2)	C. A. [1893] 1 Q. B. 643	352, 435
Graham v. O'Connor	[1895] W. N. 157 (10)	162, 856
Graham's Trusts, In re	[1891] 1 Ch. 151	644, 931
Grainger & Son v. Gough	C. A. [1895] 1 Q. B. 71	366
Grand Hotel Co.:— <i>Medawar v.</i>	C. A. [1891] 2 Q. B. 11	380
Grand Junction Waterworks Co. v. <i>Brentford (Local Board)</i>	C. A. [1894] 2 Q. B. 735	960
Grange v. Grange	[1892] P. 245	279
Grant v. <i>Anderson & Co.</i>	C. A. [1892] 1 Q. B. 108	667
Grant:— <i>Benson v.</i> In re <i>Brown</i>	[1895] W. N. 115 (9)	582
Grant:— <i>Le Bas v.</i>	[1895] W. N. 28	507
Grantham (Town Clerk of):— <i>Treadgold v.</i>	[1895] 1 Q. B. 163	547
Graves:— <i>Country Estates Co. v.</i>	J. C. [1895] A. C. 118	953
Gray v. <i>Bartholomew</i>	C. A. [1895] 1 Q. B. 209	645, 646
Gray:— <i>Burt v.</i>	[1891] 2 Q. B. 98	424
Gray:— <i>Robins & Co. v.</i>	[1895] 2 Q. B. 78; C. A. [1895] 2 Q. B. 501	380
Gray v. Stone	[1895] W. N.	162

Name of Case.	Volume and Page.	Column of Digest.
Gray v. Willis	[1895] W. N. 9	615
Gray & Sons v. Wood	H. L. (S.) [1892] A. C. 576	489, 765
Gr. at Eastern Railway v. Meux	C. A. [1895] 2 Q. B. 387	32, 721, 722
Great Kruger Gold Mining Co., In re. Ex parte Barnard	C. A. [1892] 3 Ch. 307	173, 174
Great North of Scotland Railway v. Adams	[1891] A. C. 31	759
Great Northern Railway Co. v. Coal Co-operative Society	[1895] W. N. 142 (6)	76, 369
Great Northern Railway v. Hunt v. (No. 1)	[1891] 1 Q. B. 601	488
Great Northern Railway v. Hunt v. (No. 2)	C. A. [1891] 2 Q. B. 189	266
Great Northern Railway v. Lamb	[1891] 2 Q. B. 281	488
Great Northern Railway v. Palmer	[1895] 1 Q. B. 862	721
Great Northern Railway v. Willey	[1891] 2 Q. B. 194	599
Great Northern Railway Co. v. Winder	[1892] 2 Q. B. 595	721
Great Western Railway v. Aylesford (Countess of) v.	C. A. [1892] 2 Q. B. 626	236
Great Western Railway v. Cefn Cribbwr Brick Co.	[1894] 2 Ch. 157	498, 722
Great Western Railway v. Cobb	C. A. [1893] 1 Q. B. 459; H. L. (E.) [1894] A. C. 419	723
Great Western Railway v. Glamorgan County Council	[1895] 1 Q. B. 21	727
Great Western Railway v. Inland Revenue Commissioners	[1894] 1 Q. B. 507	859
Great Western Railway v. Jersey (Earl of) v.	[1894] 3 Ch. 625, n.	726, 855
Great Western Railway v. Mansion House Association on Railway Traffic	[1895] 2 Q. B. 141	727
Great Western Railway v. Ruabon Brick and Terracotta Co. v.	C. A. [1893] 1 Ch. 427	498, 728
Great Western Railway Co. v. Sadler	C. A. [1895] 2 Q. B. 688	629
Great Western Railway v. Shaw	[1894] 1 Q. B. 373	720
Greathore v. Shackle	[1895] 2 Q. B. 249	234
Green, In re. Green v. Knight	[1895] W. N. 69	649
Green v. Green	[1893] P. 89	283, 290
Green v. Goaling	[1893] 1 Q. B. 109	896, 963
Green v. Knight	C. A. [1895] 2 Ch. 148	671
Green v. Leigh	[1892] P. 17	704
Green v. Marah	C. A. [1892] 2 Q. B. 330	76
Green, McAllan & Feilden, In re	[1891] W. N. 127	184
Green v. Moore	[1891] W. N. 68	631
Green v. Robb	[1895] 2 Q. B. 1; C. A. [1895] 2 Q. B. 315	483, 487, 625
Green v. Stephens	C. A. [1895] 2 Ch. 148	671
Green v. Turner	[1895] 2 Ch. 205	855
Greenhill v. Alcoy	C. A. [1895] W. N. 150 (3)	647
Greenhill v. North British and Mercantile Insurance Co.	[1893] 3 Ch. 474	479
Greenock (Provost, &c. of) v. Peters	H. L. (S.) [1893] A. C. 258	760
Greenway v. Heathfield	[1893] W. N. 170	562
Greenwich District (Board of Works for) v. Davis	C. A. [1895] 2 Q. B. 219	458
Greenwich Ferry Co. v. Lathom	[1895] W. N. 77	131
Greenwood, In re. Greenwood v. Greenwood	[1892] 2 Ch. 295	290
Greenwood, In re. Priestley v. Griffiths	C. A. [1892] W. N. 20	975
Greenwood, In the Goods of	[1892] P. 7	710
Greenwood v. Algeiras (Gibraltar) Railway	C. A. [1894] 2 Ch. 205	131
Greenwood v. Sutcliffe	C. A. [1892] 1 Ch. 1	511, 894
Greenwood v. Turner	[1891] 2 Ch. 144	945
Greer, In re. Napper v. Fanshawe	[1895] 2 Ch. 217	50, 617, 644, 796

Name of Case.	Volume and Page.	Column of Digest.
Gregory & Co.:—Exchange Telegraph Co. v. ..	C. A. [1895] W. N. 138 (6)	215
Gregory:—Halestrap v.	[1895] 1 Q. B. 561 ..	14
Gregson, In re	C. A. [1893] 3 Ch. 233 ..	163, 923
Gregson (Claimant). Westbury v. Twigg & Co. ..	[1892] 1 Q. B. 77 ..	196
Grehan, In re	C. A. [1895] 2 Ch. 12 ..	465
Gresham Life Assurance Society v. Styles ..	H. L. (E.) [1892] A. C. 309	366
Grey, In re. Grey v. Coles	[1891] W. N. 201 ..	853
Grey:—Sutton & Co. v.	C. A. [1894] 1 Q. B. 285 ..	687, 867
Grey's Trusts, In re. Grey v. Earl of Stamford	[1892] 3 Ch. 88 ..	430, 972
Grey (H. A.), In re	C. A. [1892] 2 Q. B. 440 ..	851
Gribble:—Midland Railway v.	[1895] 2 Ch. 129; C. A. }	724
Gridley:—Laybourn v.	[1892] 2 Ch. 53 ..	944
Grieve v. Grieve	[1893] P. 288 ..	285
Griffin:—Cooper v.	[1892] 1 Q. B. 740 ..	142, 594
Griffin:—Laughton v.	J. C. [1895] A. C. 104 ..	341, 519,
Griffith v. Hughes	[1892] 3 Ch. 105 ..	869
Griffiths:—Priestley v. In re Greenwood ..	C. A. [1892] W. N. 20 ..	925
Griffiths:—Reg. v.	[1891] 2 Q. B. 145 ..	975
Griffiths and Morris, In re	[1895] 1 Q. B. 866 ..	53, 865
Grigg v. National Guardian Assurance Co. ..	[1891] 3 Ch. 206 ..	233
Grimston v. Cuninghame	[1891] 3 Ch. 206 ..	77, 289,
Groenings:—Moul v.	[1894] 1 Q. B. 125 ..	338
Gronow:—Smith v.	C. A. [1891] 2 Q. B. 443 ..	619
Groom v. Cheesewright	[1891] 2 Q. B. 394 ..	216
Grosvenor Hotel Co. v. Hamilton	[1895] 1 Ch. 730 ..	424
Grover-Wright:—Laybourn v. In re Elcom ..	C. A. [1894] 2 Q. B. 836 ..	850
Grudgings:—Derby (Corporation) v.	C. A. [1894] 1 Ch. 303 ..	418
Grundiy:—Rendell v.	[1894] 2 Q. B. 496 ..	479
Gue, In re. Smith v. Gue	C. A. [1895] 1 Q. B. 16 ..	873
Guest:—American Tobacco Co. v.	[1892] W. N. 88; C. A. }	591, 614,
Guild & Co. v. Conrad	[1892] W. N. 132 ..	675
Guilford v. Lambeth	[1892] 1 Ch. 630 ..	475, 974
Gullick:—Wolmershausen v.	C. A. [1894] 2 Q. B. 885 ..	901
Gurney, In re. Mason v. Mercer	[1894] 2 Q. B. 832; C. A. }	332
Gurney v. Small	[1895] 1 Q. B. 92 ..	235
Guy:—Drew v.	[1893] 2 Ch. 514 ..	59, 686,
Guyot v. Thomson	[1893] 1 Ch. 590 ..	687, 688
Gwilliam v. Twist	[1891] 2 Q. B. 584 ..	926
Gwynne v. Drewitt	C. A. [1894] 3 Ch. 25 ..	678
Gyngall:—Reg. v.	C. A. [1894] 3 Ch. 388 ..	748
	[1895] 1 Q. B. 557; C. A. }	560
	[1895] 2 Q. B. 84 ..	484
	[1894] 2 Ch. 616 ..	355, 865
	C. A. [1893] 2 Q. B. 232 ..	373

H.

Haddow v. Morton	[1894] 1 Q. B. 95; C. A. }	627
Hadley & Son v. Beedom	[1894] 1 Q. B. 565 ..	76
Haggard v. Pélacier Frères	[1895] 1 Q. B. 646 ..	328, 404,
Haig:—Morley v. In re Morley	J. C. [1892] A. C. 61 ..	616
Haigh v. West	[1895] 2 Ch. 738 ..	891
	C. A. [1893] 2 Q. B. 19 ..	352, 440

TABLE OF CASES IN THE DIGEST.

lvii

Name of Case.	Volume and Page.	Column of Digest.
Hair v. Hill	[1895] 1 Q. B. 906 ..	793
Hake, In re. Pownall v. Pryor	[1895] W. N. 116 (11) ..	642
Hakes v. Cox	[1892] P. 110 ..	301
Hale & Co. :-Heinemann & Co. v.	C. A. [1891] 2 Q. B. 83 ..	662
Halestrap v. Gregory	[1895] 1 Q. B. 561 ..	14
Halifax and Huddersfield Union Banking Co. v. Radcliffe, Ld.	[1895] W. N. 63 ..	180, 181
Halifax County Court (Judge of) :-Reg. v.	[1891] 1 Q. B. 793; C. A. [1891] 2 Q. B. 263 ..	234, 505
Halifax Joint Stock Banking Co. v. Gledhill	[1891] 1 Ch. 31 ..	334
Halifax Joint Stock Banking Co. :-Learoyd v.	[1893] 1 Ch. 686 ..	609
Halifax Sugar Refining Co., In re	[1891] W. N. 2; C. A. [1891] W. N. 29 ..	170
Halkyn District Mines Drainage Co. :-Assessment Committee of Holywell Union v.	H. L. (E.) [1895] A. C. 117 ..	293, 736
Hall, In re. Hall v. Hall	C. A. [1893] W. N. 24 ..	968
Hall :-Allcock v.	C. A. [1891] 1 Q. B. 444 ..	587, 632
Hall v. Hall (No. 1)	[1891] P. 302 ..	281
———— (No. 2)	[1891] 3 Ch. 389; C. A. [1892] 1 Ch. 361 ..	996
Hall :-Hood v. In re Brodie	[1893] W. N. 161 ..	311
Hall :-Macdonald v.	H. L. (S.) [1893] A. C. 642 ..	762
Hall v. Metcalfe	[1892] 1 Q. B. 208 ..	547
Hall :-Reg. v.	[1891] 1 Q. B. 747 ..	244, 549, 861
Hallas Land and Building Co. :-Ferrand v.	C. A. [1893] 2 Q. B. 135 ..	530, 794
Hallen :-Tassell v.	[1892] 1 Q. B. 321 ..	666
Hallett, In re. Hallett v. Hallett	[1892] W. N. 148 ..	974
Hallett, In re. Ex parte National Insurance Co.	[1894] W. N. 156 ..	58, 167
Hallett :-Hewett v. In re Hewett	[1894] 1 Ch. 362 ..	408, 475, 786
Hallett & Co., In re. Ex parte Blane	C. A. [1894] 2 Q. B. 237 ..	46
Hallett & Co., In re. Ex parte Cocks, Biddulph & Co.	C. A. [1894] 2 Q. B. 256 ..	60
Halliday v. Phillips	H. L. (E.) [1891] A. C. 228 ..	300
Halse :-Blake v.	[1892] W. N. 143 ..	17
Halse :-Body v.	[1892] 1 Q. B. 203 ..	548
Halse :-Fenning v.	[1892] 1 Q. B. 203 ..	548
Halse :-Hunt v.	[1892] 1 Q. B. 203 ..	548
Hambro v. Hambro	[1894] 2 Ch. 564 ..	743
Hambrough v. Mutual Life Insurance Co. of New York	C. A. [1895] W. N. 18 ..	382, 383, 390
Hamelin v. Bannerman	J. C. [1895] A. C. 237 ..	105, 752, 963
Hamilton, In re. Trench v. Hamilton	[1895] 1 Ch. 373; C. A. [1895] 2 Ch. 370 ..	969
Hamilton, In re. Woodward v. Simpson	[1892] W. N. 74 ..	987
Hamilton v. Brogden (No. 1)	[1891] W. N. 14 ..	652
———— (No. 2)	[1891] W. N. 36 ..	143, 651
Hamilton (Duke of) v. Lord Advocats	H. L. (S.) [1892] W. N. 160 ..	257
Hamilton :-Grosvenor Hotel Co. v.	C. A. [1894] 2 Q. B. 836 ..	418
Hamilton v. Hamilton	[1892] 1 Ch. 396 ..	377, 378
Hamilton v. Hamilton. In re Caldwell	[1894] W. N. 13 ..	375, 982
Hamilton v. Ritchie	H. L. (S.) [1894] A. C. 310 ..	766, 976
Hamilton :-Robson v. In re Robson	[1891] 2 Ch. 559 ..	290, 996
Hamilton v. Vaughan-Sherrin Electrical Engineering Co.	[1894] 3 Ch. 589 ..	372
Hamilton v. Walker	[1892] 2 Q. B. 25 ..	880
Hamlyn v. Crown Accidental Insurance Co. Ld.	C. A. [1893] 1 Q. B. 750 ..	381

Name of Case.	Volume and Page.	Column of Digest.
Hamlyn & Co. v. Talisker Distillery ..	H. L. (S.) [1894] A. C. 202	23, 199,
Hamlyn & Co. v. Wood & Co. ..	C. A. [1891] 2 Q. B. 488	760
Hammond v. Pulsford ..	[1895] 1 Q. B. 223	206
Hammond v. Schofield ..	[1891] 1 Q. B. 452	834
Hamon (Perrée):—De Quetteville v. ..	J. C. [1893] A. C. 532	630
Hampshire Land Co.; In re ..	[1894] 2 Ch. 632	403
Hampden v. Earl of Buckinghamshire ..	C. A. [1893] 2 Ch. 531	181
Hanbury v. Hanbury (No. 1) ..	[1892] P. 222	783
— (No. 2) ..	[1894] P. 102; C. A. [1894] P. 315; H. L. (E.) [1895] A. C. 417	282, 283, 462
Hanbury:—Scott v. In re Scott ..	[1891] 1 Ch. 298	277
Hancock v. Mellor. In re Hodgkinson ..	[1893] W. N. 9	377
Hancock:—Miller v. ..	C. A. [1893] 2 Q. B. 177	984
Hancock:—Smith v. ..	[1894] 1 Ch. 209; C. A. [1894] 2 Ch. 377	418
Handley v. Handley ..	[1891] P. 124	746
Handelaar:—Nyberg v. ..	C. A. [1892] 2 Q. B. 202	297
Hands v. Andrews. In re Smith ..	C. A. [1893] 2 Ch. 1	918
Hands:—Wallis v. ..	[1893] 2 Ch. 75	48, 67, 363, 924, 931
Hanfstaengl v. American Tobacco Co. ..	C. A. [1895] 1 Q. B. 347	331, 426, 428
Hanfstaengl v. Baines & Co. ..	C. A. [1894] 3 Ch. 109; H. L. (E.) [1895] A. C. 20	217
Hanfstaengl v. Empire Palace (No. 1) ..	C. A. [1894] 2 Ch. 1	220
— (No. 2) ..	C. A. [1894] 3 Ch. 109; H. L. (E.) [1895] A. C. 20	219
— (No. 3) ..	[1895] W. N. 76	220
Hanfstaengl v. Newnes ..	C. A. [1894] 3 Ch. 109; H. L. (E.) A. C. 20	219
Hanfstaengl Art Publishing Co. v. Holloway ..	[1893] 2 Q. B. 1	217
Hanley and Bucknall Coal Co. v. North Staffordshire Railway Co. ..	[1891] W. N. 93	495
Hammer v. Clifton ..	[1894] 1 Q. B. 238	647, 680
Hannay:—Reg. v. ..	[1891] 2 Q. B. 709	453
Hannay v. Smurthwaite ..	C. A. [1893] 2 Q. B. 412; H. L. (E.) [1894] A. C. 494	628, 641
Hanover Square, St. George (Vestry of):—Reg. v. ..	[1895] 2 Q. B. 275	452
Hansen v. Harrold Brothers ..	C. A. [1894] 1 Q. B. 612	807
Hanson:—Unwin v. ..	[1891] 2 Q. B. 115	352
Happas:—Parapano v. ..	J. C. [1894] A. C. 165	106, 254
Harbin v. Masterman (No. 1) ..	C. A. [1894] 2 Ch. 184; H. L. (E.) [1895] A. C. 186	970
— (No. 2) ..	[1895] W. N. 16 (1)	18, 602, 847
Hardcastle v. Bielby ..	[1892] 1 Q. B. 709	351
Hardcastle:—Forbes v. In re Hollon ..	[1893] W. N. 111	117
Harding, In re. Rogers v. Harding ..	C. A. [1894] 3 Ch. 315	579
Harding:—Bowers v. ..	[1891] 1 Q. B. 560	367
Harding v. Commissioners of Land Tax ..	J. C. [1891] A. C. 446	953
Harding:—Kingston-upon-Hull Corporation v. ..	C. A. [1892] 2 Q. B. 494	689
Harding's Estate, In re ..	[1891] 1 Ch. 60	784
Harding and Trouville Pier and Steamboat Co.:—Darlington Wagoh Co. v. ..	C. A. [1891] 1 Q. B. 245	24

Name of Case.	Volume and Page.	Column of Digest.
Hardman :—Whitwood Chemical Co. v.	C. A. [1891] 2 Ch. 416 ..	205, 208, 618, 855
Hardy v. Fitton. In re Fitton	[1893] W. N. 201 ..	615, 657
Hare v. Elms	[1893] 1 Q. B. 604 ..	424
Hargreave v. Freeman	[1891] 3 Ch. 39 ..	903
Hargreave v. Spink	[1892] 1 Q. B. 25 ..	345, 444, 473
Hargreaves :—Nuttall v.	C. A. [1892] 1 Ch. 23 ..	565
Harland :—Burnley v. In re Jennings	[1892] W. N. 156 ..	979
Harland :—Swyny v.	C. A. [1894] 1 Q. B. 707 ..	849
Harle v. Jarman	[1895] 2 Ch. 419 ..	479
Harman, In re. Lloyd v. Tardy	[1894] 3 Ch. 607 ..	580, 635
Harness :—Alabaster v.	[1894] 2 Q. B. 897; C. A. [1895] 1 Q. B. 339 ..	110
Harper (John) & Co., Ltd. v. Wright & Butler Lamp Manufacturing Co.	[1895] 2 Ch. 593; C. A. [1895] W. N. 146 (3) ..	270
Harper v. Marks	[1894] 2 Q. B. 319 ..	240
Harper :—Nicholson v.	[1895] 2 Ch. 415 ..	345
Harragin :—Pollard v.	J. C. [1891] A. C. 450 ..	916
Harrington (Earl of) :—Howitt v.	[1893] 2 Ch. 497 ..	212, 439
Harris, In re. Fitzroy v. Harris	[1891] W. N. 76 ..	577
Harris, Ex parte. In re Gallard	C. A. [1892] 1 Q. B. 532 ..	68, 406
Harris v. Beauchamp Bros. (No. 1)	C. A. [1893] 2 Q. B. 534 ..	557
(No. 2)	C. A. [1894] 1 Q. B. 801 ..	406, 652
Harris :—Hatton v.	H. L. (1.) [1892] A. C. 547 ..	582
Harris v. Kinloch & Co.	[1895] W. N. 60 ..	434
Harris v. London County Council	[1895] 1 Q. B. 240 ..	965
Harris :—“Morocco Bound” Syndicate v.	[1895] 1 Ch. 534 ..	217, 619
Harris v. Phillips	[1891] 1 Q. B. 267 ..	548
Harris :—Rochester (Bishop) v.	[1893] P. 137 ..	299
Harris :—Royle v.	[1895] P. 163 ..	694
Harris and Rawlings' Contract, In re	[1894] W. N. 19 ..	942
Harris & Sons v. Judge	C. A. [1892] 2 Q. B. 565 ..	238
Harrison, In re. Allen v. Smith. Allen v. Cort) (No. 1)	[1891] 2 Ch. 349 ..	311, 639, 672
(No. 2)	[1892] W. N. 148 ..	927
Harrison, In re. Harrison v. Higson	[1894] 1 Ch. 561 ..	972
Harrison, In re. Ex parte The Sheriff of Essex	[1893] 2 Q. B. 111 ..	63, 797
Harrison v. Barney. In re Barney	[1894] 3 Ch. 562 ..	775
Harrison :—Crawshaw v.	[1894] 1 Q. B. 79 ..	796
Harrison :—Pelton Brothers v. (No. 1)	C. A. [1891] 2 Q. B. 422 ..	477, 482
(No. 2)	C. A. [1892] 1 Q. B. 118 ..	480, 601
Harrison :—Rodger v.	C. A. [1893] 1 Q. B. 161 ..	1015
Harrison v. Rutland (Duke of)	C. A. [1893] 1 Q. B. 142 ..	356
Harrison v. St. Etienne Brewery Co.	[1893] W. N. 108 ..	127
Harrison v. Southwark and Vauxhall Water Co.	[1891] 2 Ch. 409 ..	530, 533, 534
Harrison, Ainslie & Co. v. Muncaster (Lord)	C. A. [1891] 2 Q. B. 680 ..	421
Harrold Brothers :—Hansen v.	C. A. [1894] 1 Q. B. 612 ..	807
Hart v. Beard	[1895] W. N. 156 (4) ..	548
Hart v. Hart	[1891] W. N. 162 ..	279
Hart :—Harvey v.	[1894] W. N. 72 ..	341, 552
Hartley, In re. Nuttall v. Whittaker (No. 1)	[1891] 2 Ch. 121 ..	669
(No. 2)	[1892] W. N. 49 ..	653
Harvey, In re	[1895] W. N. 161 (12) ..	891
Harvey v. Facey	J. C. [1893] A. C. 552 ..	207, 888
Harvey v. Gillow. Sir E. Harvey's Estate	[1893] 1 Ch. 567 ..	974, 983
Harvey v. Hart	[1894] W. N. 72 ..	341, 552
Harvey's Oyster Co., In re. Ormerod's Case	[1894] 2 Ch. 474 ..	170

Name of Case.	Volume and Page.	Column of Digest.
Harvey's (Sir E.) Estate, In re. Harvey v. Gillow	[1893] 1 Ch. 567	974, 983
Harwood :—Millington v.	C. A. [1892] 2 Q. B. 166 ..	598
Haslam :—McClatchie v.	C. A. [1891] W. N. 191 ..	207
Hasluck, Ex parte. In re Bergen	[1894] 1 Q. B. 444	83, 84
Hasluck, Ex parte. In re North	C. A. [1895] 2 Q. B. 264 ..	42
Hasluck :—Carter v.	[1891] 3 Ch. 553; C. A. [1892] 2 Ch. 278; H. L. (E.) [1893] A. C. 360 ..	377
Hastings :—Bensaude v. In re Tatham	[1892] W. N. 150	276
Hastings, Limited v. Pearson	[1893] 1 Q. B. 62	319
"Haswell," The Owners of, and Lamb :—Owners of "Vindomora" v.	H. L. (E.) [1891] A. C. 1 ..	820
Hatch :—Attorney-General v.	C. A. [1893] 3 Ch. 36 ..	870
Hatton v. Harris	H. L. (I.) [1892] A. C. 547 ..	582
Haverfordwest Corporation :—Dillon v.	[1891] 1 Q. B. 575	367
Hawkes :—Brown v.	C. A. [1891] 2 Q. B. 718 ..	470
Hawkins, Ex parte. In re Hawkins	[1894] 1 Q. B. 25	57, 276
Hawkins, In re. Ex parte Official Receiver	C. A. [1892] 1 Q. B. 890 ..	44, 50
Hawkins, In re. Ex parte Troup	C. A. [1895] 1 Q. B. 404 ..	61
Hawkins v. Rutter	[1892] 1 Q. B. 668	234, 293
Hawkaley v. Outram	C. A. [1892] 3 Ch. 359 ..	558, 749, 856
Hay v. Wolmer. In re Cleveland (Duke of)	[1895] 2 Ch. 542	890, 891
Haynes v. King	[1893] 3 Ch. 439	434
Hayward v. Mutual Reserve Association	[1891] 2 Q. B. 236	657
Head, In re. Ex parte Head	[1894] 1 Q. B. 638	59, 555
Head, In re. Head v. Head (No. 1)	[1893] 3 Ch. 426	35
(No. 2)	C. A. [1894] 2 Ch. 236 ..	34, 35, 557
Headingley-cum-Burley Burial Board :—Wood v.	[1892] 1 Q. B. 713	96
Heap v. Peart	[1891] 1 Q. B. 110	231
Heard :—Thorne v.	[1893] 3 Ch. 530; C. A. [1894] 1 Ch. 599; H. L. (E.) [1895] A. C. 495 ..	515, 927
Hearson v. Churchill	C. A. [1892] 2 Q. B. 144 ..	520
Heath, In the Goods of	[1892] P. 253	702
Heath :—Simmonds v.	C. A. [1894] 1 Q. B. 29 ..	898
Heath v. Weaverham (Overseers, &c., of)	[1894] 2 Q. B. 108	307, 353
Heathcote, In re. Trench v. Heathcote	[1891] W. N. 10	788
Heathcote :—Duke of Sutherland v.	[1891] 3 Ch. 504; C. A. [1892] 1 Ch. 475 ..	262, 496
Heathfield v. Greenway	[1893] W. N. 170	562
Heaven :—Banks v. In re Burton's Will	[1892] 2 Ch. 38	375, 981
Hebblethwaite v. Peever	[1892] 1 Q. B. 124	440, 658
Hebditch v. MacIlwaine	C. A. [1894] 2 Q. B. 54 ..	266
Heckles v. Heckles	[1892] W. N. 188	550
Heckscher v. Crosley	[1891] 1 Q. B. 224	633, 660
Hedley, In re. Ex parte Board of Trade	[1895] 1 Q. B. 923	50, 53
Hedley v. Pinkney & Sons Steamship Co.	C. A. [1892] 1 Q. B. 58; H. L. (E.) [1894] A. C. 222 ..	825
Heinemann & Co. v. Hale & Co.	C. A. [1891] 2 Q. B. 83 ..	662
Helby v. Matthews	C. A. [1894] 2 Q. B. 262; H. L. (E.) [1895] A. C. 471 ..	319, 570
Helsby, In re. Ex parte Helsby	[1893] W. N. 189	40
Helsby, In re. Ex parte Trustee in Bankruptcy	C. A. [1894] 1 Q. B. 742 ..	44
Hemery :—Lindon v. In re Hicks	[1893] W. N. 138	376, 604, 633

TABLE OF CASES IN THE DIGEST.

lxi

Name of Case.	Volume and Page.	Column of Digest.
Henderson v. Astwood	J. C. [1894] A. C. 150 ..	402, 514
Henderson :—Bonhote v.	[1895] 1 Ch. 742; C. A. {	791
Henderson v. Thorn	[1895] 2 Ch. 202 ..	422
Henderson v. Underwriting and Agency Association	[1893] 2 Q. B. 164 ..	608
Henderson & Co. v. Williams	[1891] 1 Q. B. 557 ..	32, 305, 917
Hendon Union (Assessment Committee, &c.) :—All- church v.	C. A. [1895] 1 Q. B. 521 ..	733
Hendry :—American Concentrated Meat Co. v. ..	C. A. [1891] 2 Q. B. 436 ..	417, 489,
Hengler, In re. Frowde v. Hengler (No. 1) ..	[1893] W. N. 87; C. A. {	796
Hengler, In re. Frowde v. Hengler (No. 2) ..	[1893] W. N. 82 ..	889
Henley :—Reg. v.	[1893] 1 Ch. 586 ..	635
Henman :—Tadman v.	[1892] W. N. 37 ..	325, 410
Hennell v. Davies	[1892] 1 Q. B. 504 ..	417
Henry Clay and Bock & Co., In re	[1893] 2 Q. B. 168 ..	236
Henry :—Keen v.	[1893] 1 Q. B. 867 ..	903
Hensby :—Boden v.	[1892] 3 Ch. 549 ..	459, 484,
Henschel :—Attenborough v.	C. A. [1894] 1 Q. B. 292 ..	492
Henthorn v. Fraser	[1892] 1 Ch. 101 ..	849
Hepburn :—Slevin v. In re Slevin	[1895] 1 Q. B. 833 ..	231
Herbert :—Le Bas v. In re Butler	C. A. [1892] 2 Ch. 27 ..	206
Hercynia Copper Co., In re	[1891] 1 Ch. 373; C. A. {	983
Herefordshire (County Council) and Leominster (Town Council), In re, and In re Local Government Act, 1888	[1891] 2 Ch. 236 ..	972
"Hereward," The	[1894] 3 Ch. 250 ..	141
Heriot :—Loftus v.	C. A. [1894] 2 Ch. 403 ..	88, 225
Heritable Reversionary Co. v. Millar	[1895] 1 Q. B. 43 ..	831
"Hero," The	[1895] P. 284 ..	480, 481
Herring :—Daw v.	C. A. [1895] 2 Q. B. 212 ..	760
Herring :—London (County Council) v.	H. L. (S.) [1892] A. C. 598	229
Herron v. Rathmines and Rathgar Improvement Com- missioners	[1891] P. 294 ..	553
Herschler v. Hertz	[1892] 1 Ch. 284 ..	449
Hersey v. Young	[1894] 2 Q. B. 522 ..	863, 960
Hertz :—Herschler v.	H. L. (I.) [1892] A. C. 498	684
Heseltine, In re. Woodward v. Heseltine (in H. L. (E.) Simmons v. Woodward)	[1895] W. N. 108 (3) ..	664
Heseltine v. Simmons	C. A. [1894] W. N. 18 ..	684
Heseltine (W.) & Son, Ltd., In re	[1895] W. N. 108 (3) ..	81
"Hesketh," SS. :—Hunter v.	C. A. [1891] 1 Ch. 464; {	84
"Hestia," The (No. 1)	H. L. (E.) [1892] A. C. {	175
"Hestia," The (No. 2)	100	408
Hetling and Merton's Contract, In re	C. A. [1892] 2 Q. B. 547 ..	805, 862
Hett :—Bower v.	[1891] W. N. 25 ..	597, 805
Hewett, In re. Hewett v. Hallett	J. C. [1891] A. C. 628 ..	943
Hewett, In re. Ex parte Levene	[1895] P. 193 ..	46, 797
Hewett v. Barr	[1895] W. N. 100 ..	403, 475,
Hewit, In re. Lawson v. Duncan	C. A. [1893] 3 Ch. 269 ..	786
Hewitt :—Craignish v. In re Craignish	[1895] 2 Q. B. 51; C. A. {	40
Hewlett v. Allen & Sons	[1895] 2 Q. B. 337 ..	677
	[1894] 1 Ch. 362 ..	8
	[1895] 1 Q. B. 328 ..	289, 476
	C. A. [1891] 1 Q. B. 98 ..	488
	[1891] 3 Ch. 568 ..	
	C. A. [1892] 3 Ch. 180 ..	
	C. A. [1892] 2 Q. B. 662; {	
	H. L. (E.) [1894] A. C. 383 {	

TABLE OF CASES IN THE DIGEST.

Name of Case.	Volume and Page.	Column of Digest.
Heyhoe:—Scales v. In re Richerson (No. 1) ..	[1892] 1 Ch. 379 ..	211, 977
(No. 2) ..	[1893] 3 Ch. 146 ..	636, 640
Hibbert v. Lloyd	C. A. [1893] 1 Ch. 129 ..	503, 839
Hick v. Raymond and Reid	[1891] 2 Q. B. 626; H. L. (E.) [1893] A. C. 22 ..	810
Hick v. Rodocanachi	[1891] 2 Q. B. 626; H. L. (E.) [1893] A. C. 22 ..	810
Hickley:—Bryant v. In re Bryant	[1894] 1 Ch. 324 ..	376, 930
Hickman v. Berens	[1895] 2 Ch. 638 ..	198
Hickmott:—Barnett v.	[1895] 1 Q. B. 691 ..	548
Hicks, In re	[1894] W. N. 55 ..	636
Hicks, In re. Lindon v. Hemery	[1893] W. N. 138 ..	376, 604, 633
Hicks v. Ross	[1891] 3 Ch. 499 ..	18
Hicks v. Stokes	[1893] 1 Q. B. 124 ..	549
Higg:—Goddard v. In re Higg's Mortgage ..	[1894] W. N. 73 ..	505, 592
Higg's Mortgage, In re. Goddard v. Higg ..	[1894] W. N. 73 ..	505, 592
Higginbottom, In re	[1892] 3 Ch. 132 ..	921
Highgate, Sir Roger Cholmeley's School at (Wardens and Governors) v. Sewell (No. 1)	[1893] 2 Q. B. 254 ..	424
(No. 2)	[1894] 2 Q. B. 906 ..	425
"Highland Chief," The	[1892] P. 76 ..	825, 826
Higson:—Harrison v. In re Harrison	[1894] 1 Ch. 561 ..	972
Hildesheim, In re. Ex parte The Trustees in Bankruptcy	C. A. [1893] 2 Q. B. 357 ..	59
Hildesheimer v. Dunn	[1891] W. N. 66 ..	213
Hill v. Brown	J. C. [1894] A. C. 125 ..	527, 968, 994
Hill v. Cooper	C. A. [1893] 2 Q. B. 85 ..	477, 652
Hill:—Hair v.	C. A. [1895] 1 Q. B. 906 ..	793
Hill:—Hooper v.	C. A. [1894] 1 Q. B. 659 ..	236, 710
Hill:—Morgan v. In re Parker	C. A. [1894] 3 Ch. 400 ..	687
Hill:—Phelps, James & Co. v.	C. A. [1891] 1 Q. B. 605 ..	812
Hill v. Schwarz. In re Parkin	[1892] 3 Ch. 510 ..	578
Hill v. Scott	[1895] 2 Q. B. 371; C. A. [1895] 2 Q. B. 713 ..	108
Hill v. Thomas	C. A. [1893] 2 Q. B. 333 ..	353
Hill:—Thorneloe v.	[1894] 1 Ch. 569 ..	909
Hill (Viscount):—Poulett (Earl) v.	C. A. [1893] 1 Ch. 277 ..	504, 678
Hill v. Wallasey Local Board	[1892] 3 Ch. 117; C. A. [1894] 1 Ch. 133 ..	691, 962
Hill & Co.:—Pullman v.	C. A. [1891] 1 Q. B. 524 ..	267
Hilleary:—Hurcum v.	C. A. [1894] 1 Q. B. 579 ..	546
Hilleary v. Noyce. In re Noyce	[1892] 1 Q. B. 97; C. A. [1892] 1 Q. B. 642 ..	235
Hilton:—Shenstone & Co. v.	[1894] 2 Q. B. 452 ..	319
Hinchliffe, In re (No. 1)	C. A. [1895] 1 Ch. 117 ..	613
(No. 2)	C. A. [1895] W. N. 147 (6) ..	463
"Hinde (J. R.)," The	[1892] P. 231 ..	823, 895
Hindmarsh:—Hotchin v.	[1891] 2 Q. B. 181 ..	12
Hindson v. Ashby	[1895] W. N. 147 (9) ..	752
Hine, In the Goods of	[1893] P. 282 ..	705
Hine:—Williamson v.	[1891] 1 Ch. 390 ..	824
Hipwell v. Hipwell	[1892] P. 147 ..	288
Hirsche v. Sims	J. C. [1894] A. C. 654 ..	106, 138, 159
Hirst, In re	[1892] W. N. 177 ..	465
Hitchcock v. Stretton	[1892] 2 Ch. 343 ..	841
Hitchens:—Malam v. In re Malam	[1894] 3 Ch. 578 ..	890

TABLE OF CASES IN THE DIGEST.

1411

Name of Case.	Volume and Page.	Column of Digest.
Hoare, In re. <i>Hoare v. Owen</i>	[1892] 3 Ch. 84	514, 650
Hoare :— <i>Evans v.</i>	[1892] 1 Q. B. 593	333
Hoare <i>v. Niblett</i>	[1891] 1 Q. B. 781	208, 479
Hodder <i>v. Williams</i>	C. A. [1895] 2 Q. B. 663	796
Hodge's Settled Estates, In re	[1895] W. N. 69	774
Hodgkinson, In re. <i>Hancock v. Mellor</i>	[1893] W. N. 9	984
Hodgkinson, In re. <i>Hodgkinson v. Hodgkinson</i>	C. A. [1895] 2 Ch. 190	600, 932
Hodgkinson, In the Goods of	C. A. [1893] P. 339	709, 993
Hodgson :— <i>Kenlis (Lord) v.</i>	[1895] 2 Ch. 458	257
Hodgson <i>v. Sinclair</i> . In re <i>Hodgson & Simpson's</i> Trade-mark	[1891] W. N. 176	906
Hodgson & Simpson's Trade-mark, In re. <i>Hodgson</i> <i>v. Sinclair</i>	[1891] W. N. 176	906
Hodson, In re. <i>Williams v. Knight</i>	[1894] 2 Ch. 421	378, 789
Hodson :— <i>Weardale Coal and Iron Co. v.</i>	C. A. [1894] 1 Q. B. 598	82
Hogarth <i>v. Jennings</i>	C. A. [1892] 1 Q. B. 907	417
Hogarth <i>v. Miller, Brother & Co.</i>	H. L. (S.) [1891] A. C. 48	817
Hoggan <i>v. Esquimalt and Nanaimo Railway</i>	J. C. [1894] A. C. 429	101
Holborn (District Board of Works) :— <i>Saunders v.</i>	[1895] 1 Q. B. 64	454, 861
Holborn (District Board of Works) :— <i>Summers v.</i>	[1893] 1 Q. B. 612	458, 864
Holborn Union (Assessment Committee) :— <i>Pearson</i> <i>v.</i>	[1893] 1 Q. B. 389	731, 956
Holborrow :— <i>Pitman v.</i> In re <i>Mabbett</i>	[1891] 1 Ch. 707	18
Hole <i>v. Chard Union</i>	C. A. [1894] 1 Ch. 293	620, 626
Holford, In re. <i>Holford v. Holford</i>	C. A. [1894] 3 Ch. 30	374, 982
Holland <i>v. Leslie</i>	[1894] 2 Q. B. 346; C. A. [1894] 2 Q. B. 450	583
Holland :— <i>Nutter v.</i>	C. A. [1894] 3 Ch. 408	644
Holland :— <i>Roberts v.</i>	[1893] 1 Q. B. 665	642, 893
Holland :— <i>Sidebotham v.</i>	C. A. [1895] 1 Q. B. 378	333, 423
Holliday <i>v. Corporation of Wakefield</i>	H. L. (E.) [1891] A. C. 81	495, 961
Hollingshead :— <i>Fishburn v.</i>	[1891] 2 Ch. 371	217
Hollingsworth :— <i>Banks v.</i>	C. A. [1893] 1 Q. B. 442	444
Hollington <i>v. Dear</i>	[1895] W. N. 35	481, 601
Hollinrake <i>v. Truswell</i>	[1893] 2 Ch. 377; C. A. [1894] 3 Ch. 420	213, 559
Hollis <i>v. Burton</i>	C. A. [1892] 3 Ch. 226	643, 644, 647
Hollon, In re. <i>Forbes v. Hardcastle</i>	[1893] W. N. 111	117
Holloway, a Solicitor, In re. <i>Ex parte Pallister</i>	[1894] 2 Q. B. 163	634, 635, 636
Holloway :— <i>Hanstaengl Art Publishing Co. v.</i>	[1893] 2 Q. B. 1	217
Holloway :— <i>Wilson v.</i> In re <i>Wilson</i>	[1893] 3 Ch. 340	210, 558
Holloway :— <i>Young v.</i>	[1895] P. 87	707
Holmes, In re. <i>Farrar v. Eddlestone</i>	[1892] W. N. 177	640, 658
Holmes <i>v. Millage</i>	C. A. [1893] 1 Q. B. 551	406, 651, 652
Holmes <i>v. Williams</i>	[1895] W. N. 116 (15)	919
Holmes and Formby, In re	[1895] 1 Q. B. 174	419
Holmes Oil Co., Ltd. <i>v. Pumpherston Oil Co., Ltd.</i>	H. L. (S.) [1891] W. N. 142	22, 759
Holmfirth (Urban Sanitary Authority) :— <i>Yorkshire</i> <i>West Riding (Council) v.</i>	C. A. [1894] 2 Q. B. 842	752
Holt, <i>Ex parte</i> . In re <i>Daintrey</i>	[1893] 2 Q. B. 116	41
Holt & Co.'s Trade-mark, In re	[1895] W. N. 154 (14)	908
Holywell Union (Assessment Committee) <i>v. Halkyn</i> District Mines Drainage Co.	H. L. (E.) [1895] A. C. 117	293, 736
Homfray :— <i>Phillips v.</i>	C. A. [1892] 1 Ch. 465	392, 498
Honywood, In the Goods of	[1895] P. 341	699
Hood <i>v. Hall</i> . In re <i>Brodie</i>	[1893] W. N. 161	311

Name of Case.	Volume and Page.	Column of Digest.
Hood's Trusts, In re	[1895] W. N. 162 (15) ..	645, 707
Hood & Sons v. Yates	[1894] 1 Q. B. 240	611, 627
Hood Barrs, Ex parte. In re Lumley	C. A. [1894] 3 Ch. 135 ..	478, 480, 481
Hood Barrs v. Cathcart (No. 1)	C. A. [1894] 2 Q. B. 559 ..	480
(No. 2)	C. A. [1894] 3 Ch. 376 ..	481, 601
(No. 3)	C. A. [1895] W. N. 34	593
(No. 4)	[1895] 1 Q. B. 873	484, 601
(No. 5)	[1895] 2 Ch. 411	405
Hooper, In re. Ashford v. Brooks	[1892] W. N. 151	8
Hooper :—Attorney-General v.	[1893] 3 Ch. 483	874
Hooper v. Hill	C. A. [1894] 1 Q. B. 659 ..	236, 710
Hooper v. Western Counties and South Wales Telephone Co.	[1892] W. N. 148	196
Hope :—Commissioners of Stamps v.	J. C. [1891] A. C. 476	261, 526
Hope v. D'Hédouville	[1893] 2 Ch. 361	892
Hope v. Hope (No. 1)	[1892] 2 Ch. 336	478, 889
(No. 2)	C. A. [1893] W. N. 20	612
Hope :—Jenkins v.	[1895] W. N. 161 (6)	624
Hope v. Warburton	[1892] 2 Q. B. 134	398
Hopkins :—Reg. v.	[1893] 1 Q. B. 621	492
Hopkinson v. St. James' and Pall Mall Electric Lighting Co.	[1893] W. N. 5	562, 600
Hopkinson's Trade-mark, In re	[1892] 2 Ch. 116	907, 910
Horlock, In re. Calham v. Smith	[1895] 1 Ch. 516	261, 987
Horner :—Robson v.	[1893] W. N. 100	508, 655
"Hornet," The	[1892] P. 361	819
Hornaby v. Raggett	[1892] 1 Q. B. 20	340
Hornsey :—Von Joel v.	C. A. [1895] 2 Ch. 774	434, 623
Hornsey (Local Board) v. Davis	C. A. [1893] 1 Q. B. 756 ..	793
Horsham (Local Board) :—Oliver v.	C. A. [1894] 1 Q. B. 332 ..	222, 354, 861
Hoskins :—Zelma Gold Mining Co. v.	J. C. [1895] A. C. 100	523
Hotchin v. Hindmarsh	[1891] 2 Q. B. 181	12
Hough :—King v.	[1895] W. N. 60	507
Houghton v. Tottenham and Forest Gate Railway Co.	[1892] W. N. 88	648
Houghton's Estates, In re	[1894] W. N. 20	773
Housing of the Working Classes Act, 1890, In re. Ex parte Stevenson	[1892] 1 Q. B. 394; C. A. [1892] 1 Q. B. 609 ..	584, 589
Hove Commissioners :—Self v.	[1895] 1 Q. B. 685	794
Hove, St. Andrew's (Vicar, &c.) v. Mawn	[1895] P. 228, n.	296
How v. London and North-Western Railway Co.	[1891] 2 Q. B. 496; C. A. [1892] 1 Q. B. 391 ..	230
Howard, In re. Howard v. Howard	[1895] W. N. 4	790
Howard v. Fanshawe	[1895] 2 Ch. 581	46, 427
Howard :—Flint v.	C. A. [1893] 2 Ch. 54	513
Howard v. Jalland	[1891] W. N. 210	551
Howard v. Sadler	[1893] 1 Q. B. 1	143, 594
Howard's Settled Estates, In re	[1892] 2 Ch. 233	778
Howe, Earl :—Willis v.	C. A. [1893] 2 Ch. 545	438
Howell v. Lewis	[1891] W. N. 181	641
Howell-Shepherd, In re. Churchill v. St. George's Hospital	[1894] 3 Ch. 649	520, 969
Howell, Thomas, In re	[1893] 1 Q. B. 670	848
Howells, In re. Ex parte Mandleberg & Co.	[1895] 1 Q. B. 844	63, 417
Howes, In re. Ex parte Hughes	C. A. [1892] 2 Q. B. 628 ..	39
Howitt v. Harrington (Earl)	[1893] 2 Ch. 497	212, 439
Howlett v. Maidstone (Corporation)	C. A. [1891] 2 Q. B. 110 ..	225
Howorth v. Sutcliffe	C. A. [1895] 2 Q. B. 358 ..	235, 598

Name of Case.	Volume and Page.	Column of Digest.
Hoyermann's Agency:—St. Gobain, Chauney and Cirey Co. v.	C. A. [1893] 2 Q. B. 96 ..	661, 676
Hoyle, In re. Hoyle v. Hoyle	C. A. [1893] 1 Ch. 84 ..	332
Hoyle:—Malcolm Flinn & Co.	C. A. [1893] W. N. 167 ..	685
Hoyle and Jackson v. Oldham Assessment Com- mittee, &c.	[1894] 2 Q. B. 372 ..	730
Huddersfield Banking Co., Ex parte. In re Henry Lister & Co.	[1892] 2 Ch. 417 ..	189
Huddersfield Banking Co. v. Lister (H.) & Sons ..	C. A. [1895] 2 Ch. 273 ..	499, 670
Huddersfield Industrial Society:—Warburton v. ..	[1892] 1 Q. B. 213; C. A. ..	369
Huddleson, In re. Bruno v. Eyston	[1892] 1 Q. B. 817 ..	579, 612
Hudson v. Cripps	[1894] 3 Ch. 595 ..	325, 620
Hudson:—Furnivall v.	[1895] W. N. 161 (5) ..	91, 581
Hudson v. Walker	[1893] 1 Ch. 335 ..	592
Huffam v. North Staffordshire Railway Co. ..	[1894] W. N. 180 ..	721, 865
Huggins v. London and South Wales Colliery Co. ..	[1894] 2 Q. B. 821 ..	494
Huggins:—Reg. v. (No. 1)	[1891] 1 Q. B. 496; C. A. ..	877
.. .. . (No. 2)	[1891] 2 Q. B. 699 ..	410
Hughes, Ex parte. In re Howes	[1891] W. N. 88 ..	39
Hughes, In re. Ex parte Hughes	[1895] 1 Q. B. 563 ..	38
Hughes v. Edwardes	C. A. [1892] 2 Q. B. 628 ..	763
Hughes:—Griffith v.	G. A. [1893] 1 Q. B. 595 ..	925
Hughes v. Justin	H. L. (S.) [1892] A. C. ..	676
Hughes:—"Maori King" (Owners of the Cargo of) v. Hughes:—Moreton v. In re Pinhorne	[1892] 3 Ch. 105 ..	673, 815
Hughes:—Reg. v.	C. A. [1894] 1 Q. B. 667 ..	984
Hughes v. Rimmer. In re Tithe Act, 1891 ..	C. A. [1895] 2 Q. B. 550 ..	395
Hulbert and Crowe v. Cathcart	[1894] 2 Ch. 276 ..	898
Hull, Barnsley, and West Riding Junction Railway Co., In re	[1893] 2 Q. B. 530 ..	661
Hull Docks Co.:—Buckley v.	[1893] 2 Q. B. 314 ..	543
Hull Dock Co. v. Sculcoates Union (Guardians, &c.)	[1894] 1 Q. B. 244 ..	674
Hull Land and Property Investment Co., In re	[1893] W. N. 83 ..	730, 733
Hulme and Lewis, In re	[1893] 2 Q. B. 93 ..	197
Hume, In re. Forbes v. Hume	[1894] 2 Q. B. 69; H. L. ..	853
Hume v. Lopes	(E.) [1895] A. C. 136 ..	117
Hume-Dick:—Lopes v. In re Dick	[1894] 1 Ch. 736 ..	934
Humphrey:—Kent (County Council) v.	[1892] 2 Q. B. 261 ..	934
Humphreys, In re. Humphreys v. Levett	C. A. [1895] 1 Ch. 422 ..	965
Humphreys, Ltd.:—London (County Council) v.	H. L. (E.) [1892] A. C. 112 ..	374, 981
Hunslet Union (Guardians) v. Ingram	[1891] 1 Ch. 423; H. L. (E.) ..	200
Hunt v. Great Northern Railway Co. (No. 1) (No. 2)	[1892] A. C. 112 ..	488
Hunt v. Halse	[1895] 1 Q. B. 903 ..	266
Hunt:—Lancashire v.	C. A. [1893] 3 Ch. 1 ..	548
Hunt:—Trego v.	[1894] 2 Q. B. 755 ..	580
Hunt v. Wenham. In re Wenham	[1893] W. N. 61 ..	552
Hunter v. Dowling (No. 1)	[1891] 1 Q. B. 601 ..	313, 436
.. .. . (No. 2)	C. A. [1891] 2 Q. B. 189 ..	635, 636
Hunter v. SS. "Hesketh"	[1892] 1 Q. B. 203 ..	552
	[1895] W. N. 52 ..	408
	[1895] 1 Ch. 462; H. L. (E.) ..	
	[1895] W. N. 153 (8) ..	
	[1892] 3 Ch. 59 ..	
	[1893] 1 Ch. 391; C. A. ..	
	[1893] 3 Ch. 212 ..	
	[1895] 2 Ch. 223 ..	
	J. C. [1891] A. C. 628 ..	

Name of Case.	Volume and Page.	Column of Digest.
Huntington v. Attrill	J. C. [1893] A. C. 150 ..	200, 3 93
"Huntsman," The	[1894] P. 214 ..	862
Hurcum v. Hilleary	C. A. [1894] 1 Q. B. 579 ..	804
Hurlbatt v. Barnett & Co.	C. A. [1893] 1 Q. B. 77 ..	546
Hurley v. Hurley	[1891] P. 367 ..	25, 657
Hürter :—Elkington & Co. v.	[1892] 2 Ch. 452 ..	280
Hutchinson v. Barker	[1894] W. N. 198 ..	138
Hutchinson's Case. In re Issue Co.	[1895] 1 Ch. 226 ..	645
Hutchinson & Co. :—Brown, Janson & Co. (No. 1) ..	C. A. [1895] 1 Q. B. 737 ..	141
(No. 2) ..	[1895] 2 Q. B. 126 ..	557, 653
Hydarnes Steamship Co. v. Indemnity Mutual Marine Assurance Co.	[1894] 2 Q. B. 590; [1895] 1 Q. B. 500 ..	556
Hyde :—Comyns v.	[1895] W. N. 9 ..	389
Hyslop, In re. Hyslop v. Chamberlain	[1894] 3 Ch. 522 ..	213
Hyslop v. Morel Brothers, Cobbett & Son, Ltd. ..	[1891] W. N. 19 ..	700
		150, 163

I.

Iboston (Percy) & Sons :—Makins v.	[1891] 1 Ch. 133 ..	135, 655,
Iles :—Fitz v.	C. A. [1893] 1 Ch. 77 ..	656
Ikley Hotel Co., In re	[1893] 1 Q. B. 248 ..	748
Imperial and Foreign Agency and Investment Corporation :—Cotton v.	[1892] 3 Ch. 454 ..	177, 234
Imperial Japanese Government v. Peninsular and Oriental Steamship Co.	J. C. [1895] A. C. 644 ..	149, 160
Imperial Loan Co. v. Stone	C. A. [1892] 1 Q. B. 599 ..	328
Imperial Ottoman Bank v. Trustees, Executors, and Securities Investment Corporation	[1895] W. N. 23 ..	461
Inchiquin (Lord), Ex parte. In re Portuguese Consolidated Copper Mines	C. A. [1891] 3 Ch. 28 ..	209
Income Tax (Commissioners for Special Purposes) v. Pemsel	H. L. (E.) [1891] A. C. 531 ..	140
Incorporated Law Society (The), Ex parte. In re Louis	[1891] 1 Q. B. 649 ..	365
Incorporated Law Society (The), Ex parte. In re a Solicitor (No. 4)	[1894] 1 Q. B. 254 ..	854
Incorporated Law Society (The) :—Reg. v.	[1895] 2 Q. B. 456 ..	851
Ind, Coope & Co. v. Mee	[1895] W. N. 8 ..	852
Indemnity Mutual Marine Assurance Co. :—Hydarnes Steamship Co. v.	[1894] 2 Q. B. 590; C. A. [1895] 1 Q. B. 500 ..	655
Indemnity Mutual Marine Insurance Co. :—Roddick v. ..	[1895] 1 Q. B. 836; C. A. [1895] 2 Q. B. 380 ..	389
India in Council (Secretary of State for) :—Chatterton v.	C. A. [1895] 2 Q. B. 189 ..	388
Indian Mechanical Gold Extracting Co., In re	[1891] 3 Ch. 538 ..	265
Indigo Co. v. Ogilvy	C. A. [1891] 2 Ch. 31 ..	148
Industrial and General Trust v. South American and Mexican Co.	C. A. [1894] 1 Ch. 108 ..	639, 662
"Industrie," The	C. A. [1894] P. 58 ..	130
Ingham, In re. Jones v. Ingham	[1893] 1 Ch. 352 ..	816
Ingham v. Raynor. In re Fish	C. A. [1894] 2 Ch. 83 ..	510
Ingham :—Wilson v.	[1895] W. N. 99 ..	978, 996
Inglis v. Gillanders	H. L. [1895] A. C. 507 ..	274
Ingram :—Hunslet Union (Guardians) v.	[1893] W. N. 61 ..	762
Inland Revenue Commissioners :—Brown, Shipley & Co. v.	[1895] 2 Q. B. 240; C. A. [1895] 2 Q. B. 598 ..	206
		859

Name of Case.	Volume and Page.	Column of Digest.
Inland Revenue Commissioners:—J. Foster & Sons, Ltd.	O. A. [1894] 1 Q. B. 516 ..	859
Inland Revenue Commissioners:—Great Western Railway v.	[1894] 1 Q. B. 507	859
Inland Revenue Commissioners:—Jones v.	[1895] 1 Q. B. 484	858
Inland Revenue Commissioners:—Onslow v.	[1891] 1 Q. B. 239	860
Inland Revenue Commissioners:—Reg. v. Ohlson's Case. Garland's Case	[1891] 1 Q. B. 485	566
Inland Revenue Commissioners:—Rothschild & Sons v.	[1894] 2 Q. B. 142	858
Inland Revenue Commissioners v. Scott. In re Bootham Ward Strays, York	C. A. [1892] 2 Q. B. 152 ..	712
Inland Revenue Commissioners:—Sweetmeat Automatic Delivery Co. v.	[1895] 1 Q. B. 484	858
Inman, In re. Inman v. Rolls	[1893] 3 Ch. 518	985
Inman & Co., Ltd., In re	[1891] W. N. 202	186
Innes v. Newman	[1894] 2 Q. B. 292	533
Instant:—Reg. v.	C. C. R. [1893] 1 Q. B. 450	243
International Agency and Industrial Trust:—Page v.	[1893] W. N. 32	136
International Cable Co., In re	[1892] W. N. 34	141
International Commercial Co. & Tyler:—Reg. v.	C. A. [1891] 2 Q. B. 588 ..	
International Co. of Mexico:—Mercantile Investment and General Trust Co. v.	C. A. [1893] 1 Ch. 484, n.	134,
International Conversion Trust, In re	[1892] W. N. 100	152
Invicta Works, In re	[1894] W. N. 39	186
Irish Exhibition in London:—Coutts & Co. v.	C. A. [1891] W. N. 41	34
Irwin, In re. Barton v. Irwin	[1895] W. N. 23	924
Isaacs, In re. Isaacs v. Reginall	[1894] 3 Ch. 506	210
Isaacs:—Good & Co. v.	C. A. [1892] 2 Q. B. 555 ..	809
Isaacs:—Pullen v.	[1895] W. N. 90	646
Isaacs' Case. In re Anglo-Austrian Printing and Publishing Co.	[1892] 2 Ch. 158	140
Isaacs & Sons:—Barrow v.	C. A. [1891] 1 Q. B. 417 ..	425
Isaacson, In re. Ex parte Mason	C. A. [1895] 1 Q. B. 333 ..	84
Isaacson:—Rushmere v.	[1893] 1 Q. B. 118	544
Islington, St. Mary (Vestry) v. Cobbett	[1895] 1 Q. B. 369	456
Islington and General Electric Supply, In re	[1892] W. N. 81	146, 152,
Issue Co., In re. Hutchinson's Case	[1895] 1 Ch. 226	192
Ives & Barker v. Willans	[1894] 1 Ch. 68; C. A. [1894] 2 Ch. 478	141 22, 25, 26
J.		
J— v. S—	[1894] 3 Ch. 72	624
"J. R. Hinde," The	[1892] P. 231	823, 895
Jablochkoff's Patent, In re	J. C. [1891] A. C. 293 ..	563
"Jacderen," The	[1892] P. 351	808
Jackson, Ex parte. In re Alderson	[1895] 1 Q. B. 183	42
Jackson, In re	[1894] W. N. 50	413
Jackson, In the Goods of	[1892] P. 257	698
Jackson v. Barry Railway Co.	C. A. [1893] 1 Ch. 238 ..	23
Jackson:—Brown v.	J. C. [1895] A. C. 446 ..	110, 559
Jackson:—Fisher v.	[1891] 2 Ch. 84	112
Jackson:—Flood v.	C. A. [1895] 2 Q. B. 21 ..	4, 201,
Jackson:—Jenkins v.	[1891] 1 Ch. 89	205, 911
Jackson v. Kilham	[1891] W. N. 171	596 505

Name of Case.	Volume and Page.	Column of Digest.
Jackson :—Morgan v.	[1895] 1 Q. B. 885 ..	339
Jackson :—Reg. v.	C. A. [1891] 1 Q. B. 671 ..	286
Jackson :—Towerson v.	C. A. [1891] 2 Q. B. 484 ..	428, 501
"Jacob Christensen," The	[1895] P. 281 ..	806
Jacobs v. Crusha	C. A. [1894] 2 Q. B. 37 ..	616
Jacobs-Smith :—Attorney-General v.	C. A. [1895] 1 Q. B. 472 ; [1895] 2 Q. B. 341 ..	255, 258
Jacomb v. Turner	[1892] 1 Q. B. 47 ..	364
Jacson :—Tullis v.	[1892] 3 Ch. 441 ..	22, 25, 90
Jalland :—Howard v.	[1891] W. N. 210 ..	551
Jamaica (Administrator-General) v. Lascelles, De Mercado & Co. In re Rees' Bankruptcy	J. C. [1894] A. C. 135 ..	38, 401
Jamaica Attorney-General :—West India Improve- ment Co. v.	J. C. [1894] A. C. 243 ..	401, 726
Jamaica Railway Co. v. Attorney-General of Jamaica	J. C. [1893] A. C. 127 ..	402, 862
James :—Edmunds v.	[1892] 1 Q. B. 18 ..	398
James :—Fowler v. In re Beeman	[1895] W. N. 151 (1) ..	314
James v. James. In re Bowen	[1892] 2 Ch. 291 ..	478, 987
James v. Jones (No. 1)	C. A. [1892] W. N. 104 ..	588, 630
————— (No. 2)	[1894] 1 Q. B. 304 ..	10, 27, 33
James v. Masters	[1893] 1 Q. B. 355 ..	871
James :—Price v.	C. A. [1892] 2 Q. B. 428 ..	396
James :—Sinclair v.	[1894] 3 Ch. 554 ..	550, 640
James v. Smith	[1891] 1 Ch. 384 ; C. A. [1891] W. N. 175 ..	334, 647, 649, 686
James v. Stevenson	J. C. [1893] A. C. 162 ..	293, 954
James v. Stone	J. C. [1894] A. C. 122 ..	678, 966
Jamieson and Newcastle Steamship Freight Insurance Association, In re	[1895] 1 Q. B. 510 ; C. A. [1895] 2 Q. B. 90 ..	384
"Jane," Owners of S.S., Page and :—Owners of S.S. "Pleiades" v.	J. C. [1891] A. C. 259 ..	800
Japanese Government v. Peninsular and Oriental Steam Navigation Co.	J. C. [1895] A. C. 644 ..	328
Jaques v. Thomas. In re Thomas	C. A. [1894] 1 Q. B. 747 ..	110, 837
Jarman :—Harle v.	[1895] 2 Ch. 419 ..	479
Jarvis v. Jarvis	[1893] W. N. 138 ..	78, 332
Jay v. Johnstone	[1893] 1 Q. B. 25 ; C. A. [1893] 1 Q. B. 189 ..	440, 658
Jaynes, Ex parte. In re Alison	[1892] 2 Q. B. 587 ..	50
Jeans, In re. Upton v. Jeans	[1895] W. N. 98 ..	973, 978
Jeckells :—Barber v.	[1893] W. N. 91 ..	505
Jeffery, In re. Burt v. Arnold	[1891] 1 Ch. 671 ..	374, 981
Jeffery, In re. Arnold v. Burt	[1895] 2 Ch. 577 ..	375
Jeffery v. Sayles. In re Bell	C. A. [1895] W. N. (8) ..	513
Jeffray v. Tredwell. In re Tredwell (No. 1) ————— (No. 2)	C. A. [1891] 2 Ch. 640 .. [1891] W. N. 201 ..	976, 979 309
Jeffreys, Ex parte. In re Carey	[1895] 2 Q. B. 624 ..	48, 164
Jenkins, In the Goods of	[1894] W. N. 16 ..	706
Jenkins :—Alexander v.	C. A. [1892] 1 Q. B. 797 ..	268
Jenkins v. Bushby	[1891] 1 Ch. 484 ..	674
Jenkins v. Davies. In re Davies	[1891] W. N. 104 ..	602
Jenkins :—Edwards v.	[1895] W. N. 142 (4) ..	250
Jeukins v. Hope	[1895] W. N. 161 (6) ..	624
Jenkins v. Jackson	[1891] 1 Ch. 89 ..	596
Jenkins :—Williams v. (No. 1)	[1893] 1 Ch. 700 ..	785
————— (No. 2)	[1894] W. N. 176 ..	779, 785, 922
Jennings, In re. Burnley v. Harland	[1892] W. N. 156 ..	979
Jennings :—Hogarth v.	C. A. [1892] 1 Q. B. 907 ..	417

TABLE OF CASES IN THE DIGEST.

lix

Name of Case.	Volume and Page.	Column of Digest.
Jennings:—Reg. v.	[1895] W. N. 142 (7) ..	370, 879
Jenoure v. Delmege	J. C. [1891] A. C. 73 ..	266, 268
Jersey (Attorney-General and Receiver-General for) v. Le Moignan	J. C. [1892] A. C. 402 ..	403, 407
Jersey (Attorney-General and Receiver-General for) v. Turner	J. C. [1893] A. C. 326 ..	402
Jersey (Earl of) v. Great Western Railway Co.	[1894] 3 Ch. 625, n. ..	726, 855-
Jersey (Earl of) v. Uxbridge Union (Rural Sanitary Authority) (No. 1)	[1891] W. N. 31 ..	792
(No. 2)	[1891] 3 Ch. 183 ..	798
Jeune v. Baring. In re Baring	[1893] 1 Ch. 61 ..	782, 890, 932
Jobson v. Palmer	[1893] 1 Ch. 71 ..	929, 931
Jodoin and Others v. La Banque d'Hochelaga	J. C. [1895] A. C. 612 ..	105
Jodrell:—Seale-Hayne v.	H. L. (E.) [1891] A. C. 304	976, 997
Joel (Von) v. Hornsey	C. A. [1895] W. N. 122 (5)	434, 623
Johannesburg Hotel Co., In re. Ex parte Zout- pansberg Prospecting Co.	C. A. [1891] 1 Ch. 119 ..	128, 168
Johannisberg Land and Gold Trust Co., In re John Harper & Co. v. Wright and Butler Lamp Manufactory	[1892] 1 Ch. 583 .. [1895] 2 Ch. 593; C. A. [1895] W. N. 146 (3) ..	179 270
John Morley Building Co. v. Barras	[1891] 2 Ch. 386 ..	137
Johnson, In re. Moore v. Johnson	[1891] 3 Ch. 48 ..	377
Johnson v. Diprose	C. A. [1893] 1 Q. B. 512 ..	80
Johnson:—Downes v.	[1895] 2 Q. B. 203 ..	339
Johnson v. Edge	C. A. [1892] 2 Ch. 1 ..	565
Johnson:—Fyson. In re Rolfe	[1894] W. N. 77 ..	634
Johnson v. George Newnes, Ltd.	[1894] 3 Ch. 663 ..	219
Johnson v. Lindsay & Co. (No. 1)	H. L. (E.) [1891] A. C. 371	485
(No. 2)	H. L. (E.) [1892] A. C. 110	330, 357
Johnson:—Mann v.	[1893] W. N. 196 ..	546
Johnson:—Robertson v.	[1893] 1 Q. B. 129 ..	324
Johnson & Co.:—Badische Anilin und Soda Fabrik v.	C. A. [1895] W. N. 153 (12)	664
Johnston, Ex parte. Reg. v. Registrar of Joint Stock Companies	C. A. [1891] 2 Q. B. 598 ..	156
Johnston, Ex parte. In re Watson. Johnston v. Watson	C. A. [1893] 1 Q. B. 21 ..	362, 405
Johnston, In re. Mills v. Johnston	[1894] 3 Ch. 204 ..	929, 987
Johnston v. Mayfair Property Co.	[1893] W. N. 73 ..	450
Johnston:—Mayfair Property Co. v.	[1894] 1 Ch. 508 ..	551, 622
Johnston v. Watson. In re Watson. Ex parte Johnston	C. A. [1892] 1 Q. B. 21 ..	362, 405
Johnstone v. Buccleuch (Duke)	H. L. (S.) [1892] A. C. 625	767
Johnstone:—Jay v.	[1893] 1 Q. B. 25; C. A. [1893] 1 Q. B. 189 ..	440, 658
Johore (Sultan of):—Mighell v.	C. A. [1894] 1 Q. B. 149 ..	392
Joliffe's Trusts, In re	[1893] W. N. 84 ..	163, 923
Jonas:—Corbett v.	[1892] 3 Ch. 137 ..	435
Jones, In re	[1895] 2 Ch. 719; C. A. [1895] W. N. 157 (9) ..	836, 841
-Jones, In re. Bullis v. Jones	[1891] W. N. 114 ..	630
Jones, In re. Ex parte Lloyd	[1891] 2 Q. B. 231 ..	45
-Jones, In re. Farrington v. Forrester	[1893] 2 Ch. 461 ..	378, 501, 551
-Jones and Judgment Act, 1864, In re	[1895] W. N. 123 (10)	651
-Jones:—Apothecaries Co. v.	[1893] 1 Q. B. 89 ..	489
-Jones:—Cholditch v.	[1895] W. N. 147 (8) ..	844
-Jones:—Commercial Bank of Tasmania v.	J. C. [1893] A. C. 313 ..	690, 887

Name of Case.	Volume and Page.	Column of Digest.
Jones v. Commissioners of Inland Revenue	[1895] 1 Q. B. 484.. ..	858
Jones v. Conway and Colwyn Bay Joint Water Supply Board	C. A. [1893] 2 Ch. 603 ..	962
Jones v. Cooke. In re the Tithe Act, 1891	C. A. [1894] 1 Q. B. 213 ..	736, 862, 864, 899
Jones v. Daniel	[1894] 2 Ch. 332	332, 943
Jones v. Foley	[1891] 1 Q. B. 730.. ..	423, 915
Jones v. Ingham. In re Ingham	[1893] 1 Ch. 352	510
Jones:—James v. (No. 1)	C. A. [1892] W. N. 104 ..	588, 630
(No. 2)	[1894] 1 Q. B. 304.. ..	10, 27, 33
Jones v. Jones	[1895] P. 201	287, 880
Jones v. Macaulay	[1891] 1 Q. B. 221.. ..	648
Jones v. Merionethshire Permanent Benefit Building Society	[1891] 2 Ch. 587; C. A. [1892] 1 Ch. 173 ..	207, 672
Jones v. Morgan. In re Page	[1893] 1 Ch. 304	924, 926
Jones v. Palmer. In re Nottage (No. 1)	[1895] 2 Ch. 649	115, 988
(No. 2)	[1895] 2 Ch. 657	986
Jones:—Reg. v.	[1894] 2 Q. B. 382.. ..	599
Jones:—Roberts v.	[1891] 2 Q. B. 194.. ..	596, 599
Jones:—Traynor v.	[1894] 1 Q. B. 83	394
Jones:—Walton-on-the-Hill (Overseers) v.	[1893] 2 Q. B. 175.. ..	737
Jones' Case, otherwise Gates and Jones' Case	[1893] 2 Ch. 49, n.. ..	114
Jones's Case. Reg. v. Barnardo	[1891] 1 Q. B. 194; H. L. (E.) [1891] A. C. 388 ..	373, 586
Joshua Stubbs, Ltd., In re. Barney v. Joshua Stubbs, Ltd.	[1891] 1 Ch. 187; C. A. [1891] 1 Ch. 475 ..	179, 654
Joule's Trade-mark, In re. Montgomery v. Thompson	H. L. [1891] A. C. 217 ..	905
Joyce v. Beall	[1891] 1 Q. B. 459.. ..	605
Joyner v. Weeks	C. A. [1891] 2 Q. B. 31 ..	422
Judge:—Harris & Sons v.	C. A. [1892] 2 Q. B. 565 ..	238
Jupp, In the Goods of	[1891] P. 300	698
Justin:—Hughes v.	C. A. [1894] 1 Q. B. 667 ..	676
K.		
Kalle:—Leonhardt v.	[1895] W. N. 97	562, 604
Karberg's Case. In re Metropolitan Coal Consumers' Association	C. A. [1892] 3 Ch. 1	150
"Kate B. Jones," The	[1892] P. 366	831
"Katy," The	C. A. [1895] P. 56.. ..	809
Kavanagh:—Connecticut Fire Insurance Co. v.	J. C. [1892] A. C. 478 ..	331, 407
Kay's Patent, In re	[1894] W. N. 68	562, 665
Kearney v. Whitehaven Colliery Co.	C. A. [1893] 1 Q. B. 700 ..	207, 494
Keeble v. Bennett	[1894] 2 Q. B. 329.. ..	232
Keeling:—Brothwood v. In re Salt	[1895] 2 Ch. 203	6
Keen v. Denny	[1894] 3 Ch. 169	294
Keen v. Henry	C. A. [1894] 1 Q. B. 292 ..	459, 484, 492
Keene:—Sandgate (Local Board of) v.	[1892] 1 Q. B. 831.. ..	872
Keep v. St. Mary, Newington (Vestry)	C. A. [1894] 2 Q. B. 524 ..	458, 864
Kehoe v. Lansdowne (Marquis)	H. L. (I.) [1893] A. C. 451 ..	429
Keighley, Maxsted & Co. and Bryan Durant & Co., In re	C. A. [1893] 1 Q. B. 405 ..	24
Keith, Prowse & Co. v. National Telephone Co.	[1894] 2 Ch. 147	426, 888
Kellerman:—East London Waterworks Co. v.	[1892] 2 Q. B. 72	961
Kelly, In re	[1895] 1 Q. B. 180.. ..	852
Kelly:—Brook v.	H. L. (S.) [1893] A. C. 721 ..	760

Name of Case.	Volume and Page.	Column of Digest.
Kelly v. Metropolitan Railway	[1895] 1 Q. B. 944 ..	204, 598,
Kelly v. Rogers	C. A. [1892] 1 Q. B. 910 ..	722, 899
Kelsall (or Birkett or Elliott) v. Purdom	H. L. (S.) [1895] A. C. 376	421
Kemeys-Tynte, In re. Kemeys-Tynte v. Kemeys-Tynte	[1892] 2 Ch. 211 ..	763
Kemp, Ex parte. In re Champagné	[1893] W. N. 153 ..	782, 891
Kemp, Ex parte. In re Peruvian Guano Co.	[1894] 3 Ch. 690 ..	506, 672
Kemp v. Wanklyn	[1894] 1 Q. B. 265; C. A. [1894] 1 Q. B. 583 ..	143, 145
Kemp v. Wright	[1894] 2 Ch. 462; C. A. [1895] 1 Ch. 121 ..	549
Kemp & Co.:—Scaife v.	[1892] 2 Q. B. 319 ..	92
Kenlis (Lord) v. Hodgson	[1895] 2 Ch. 458 ..	610
Kennedy v. Cowie	[1891] 1 Q. B. 771 ..	257
Kennedy:—Dew v. In re Smith	[1892] W. N. 106 ..	825, 861
Kennedy v. Dodson	C. A. [1895] 1 Ch. 334 ..	611, 974
Kennedy:—Reg. v.	[1893] 1 Q. B. 533 ..	611
Kennedy v. Thomas	C. A. [1894] 2 Q. B. 759 ..	412
Kensington, St. Mary Abbots (Assessment Committee):—Reg. v.	C. A. [1891] 1 Q. B. 378 ..	72
Kensington, St. Mary Abbots (Vestry):—Bird v.	[1895] 1 Q. B. 912 ..	730, 731
Kensington, St. Mary Abbots (Vestry):—Gordon v.	[1894] 2 Q. B. 742 ..	454
Kensington, St. Mary Abbots (Vestry):—Madden v.	[1892] 1 Q. B. 614 ..	459
Kensington, St. Mary Abbots (Vestry):—Worley v.	[1892] 2 Ch. 404 ..	445
Kensington and Knightsbridge Electric Lighting Co.:—Lane-Fox v.	[1892] 2 Ch. 66; O. A. [1892] 3 Ch. 424 ..	447
Kensington and Knightsbridge Electric Lighting Co. v. Lane-Fox Electrical Co.	[1891] 2 Ch. 573 ..	559, 566
Kent:—Connor v.	[1891] 2 Q. B. 545 ..	564
ent (County Council) and Dover (Council), Ex parte (No. 1)	[1891] 1 Q. B. 389 ..	243, 911
(No. 2)	C. A. [1891] 1 Q. B. 725 ..	225
Kent (County Council) and Sandwich (Council), Ex parte (No. 1)	[1891] 1 Q. B. 389 ..	586
(No. 2)	C. A. [1891] 1 Q. B. 725 ..	225
Kent (County Council) and Sandgate (Local Board), In re	[1895] 2 Q. B. 43 ..	586
Kent (County Council) v. Humphrey	[1895] 1 Q. B. 903 ..	443
Kent (County Council) v. Vidler	C. A. [1895] 1 Q. B. 448 ..	965
Kerr, In re	[1894] P. 284 ..	354
Kerr:—Lambton v.	[1895] 2 Q. B. 233 ..	295
Kershaw & Pole, Ltd., In re	[1891] W. N. 202 ..	359
Kershaw v. Taylor	[1895] 2 Q. B. 203; C. A. [1895] 2 Q. B. 471 ..	182
Kerslake:—Truman, Hanbury, Buxton & Co., Ltd., v.	[1894] 2 Q. B. 774 ..	451
Kerswill:—Reg. v.	[1895] 1 Q. B. 1 ..	454
Kesterton:—Bates v.	[1895] W. N. 153 (13) ..	880
Kibble v. Fairthorne	[1895] 1 Ch. 219 ..	482, 782
Kidd and Gibbons' Contract, In re	[1893] 1 Ch. 695 ..	441, 515
Kidd, In re. Brooman v. Withall	[1894] 3 Ch. 558 ..	945
Kidd, In re. Kidd v. Kidd	[1894] W. N. 73 ..	311, 977
Kidsgrove Steel and Iron Co., In re	[1894] W. N. 25 ..	314
Kilham:—Jackson v.	[1891] W. N. 171 ..	194
Kilpin v. Ratley	[1892] 1 Q. B. 582 ..	505
Kimber v. Press Association	C. A. [1893] 1 Q. B. 65 ..	344
Kinchella, In the Goods of	[1894] P. 264 ..	265
King and Beesley, In re. Ex parte King and Beesley	[1895] 1 Q. B. 189 ..	696
King:—Barnett v.	C. A. [1891] 1 Ch. 4 ..	55
		58

Name of Case.	Volume and Page.	Column of Digest.
King :—Brabant & Co. v.	J. C. [1895] A. C. 632 ..	32, 713, 716
King :—Croft v.	[1893] 1 Q. B. 419 ..	668
King :—Haynes v.	[1893] 3 Ch. 439 ..	434
King v. Hough	[1895] W. N. 60 ..	507
King :—Smith v.	[1892] 2 Q. B. 543 ..	371
King :—Turner v. In re Davenport	[1895] 1 Ch. 361 ..	474
King, Brown & Co. :—Anglo-American Brush Electric Light Corporation v.	H. L. (S.) [1892] A. C. 367	563
King & Co.'s Trade-mark, In re	C. A. [1892] 2 Ch. 462 ..	664, 909
King's College, Cambridge, Ex parte (No. 1)	[1891] 1 Ch. 333 ..	85, 936
(No. 2)	[1891] 1 Ch. 677 ..	85, 936
Kingston Cotton Mill Co., In re (No. 1)	[1895] W. N. 138 (4); C. A. [1895] W. N. 150 (2) ..	188
(No. 2)	[1895] W. N. 160 (3) ..	189
Kingston-upon-Hull (Corporation) v. Harding	C. A. [1892] 2 Q. B. 494 ..	689
Kingston-upon-Hull (Dock Co. at) :—Sculcoates Union v.	H. L. (E.) [1895] A. C. 136	730, 733
Kinloch & Co. :—Harris v.	[1895] W. N. 60 ..	484
Kirkcudbright Magistrates :—Renev v.	H. L. (S.) [1892] A. C. 264	824
Kirke v. North. In re Wright	[1895] 2 Ch. 747 ..	642, 644
Kirkheaton (Local Board) v. Ainley, Sons & Co.	C. A. [1892] 2 Q. B. 274 ..	231, 751, 792
Kirkheaton (Local Board) :—Ainley, Sons & Co., v.	[1891] W. N. 50 ..	751, 792
Kirkleatham (Local Board) and Stockton and Mid- dlesborough (Water Board), In re	C. A. [1893] 1 Q. B. 375; H. L. (E.) [1893] A. C. 444	24, 584, 960
Kittoe :—Bagot v. In re Bagot's Settlement	[1894] 1 Ch. 177 ..	780
Kitts v. Mopre	C. A. [1895] 1 Q. B. 253 ..	25, 618, 622
Kleinwort, Sons & Co. v. Comptoir National d'Es- compte de Paris	[1894] 2 Q. B. 157 ..	118, 917
Knapp's Settlement, In re. Knapp v. Vassall	[1895] 1 Ch. 91 ..	791
Knight, In re. Knight v. Gardner	[1892] 2 Ch. 368 ..	850
Knight :—Crocker v.	G. A. [1892] 1 Q. B. 702 ..	864, 911
Knight :—Green v. In re Green	[1895] W. N. 69 ..	649
Knight :—Green v. Stephens v. Green	C. A. [1895] 2 Ch. 148 ..	671
Knight v. Knight. In re Boards	[1895] 1 Ch. 499 ..	984
Knight v. Lee	[1893] 1 Q. B. 41 ..	341, 865
Knight :—Moore v.	[1891] 1 Ch. 547 ..	488, 439, 556, 847, 927
Knight :—Salomons v.	C. A. [1891] 2 Ch. 294 ..	263
Knight :—Skinners' Co. v.	[1891] 2 Q. B. 542 ..	424
Knight :—Williams v. In re Hodson	[1894] 2 Ch. 421 ..	378, 789
Knight :—Williams, Torrey & Co. v. The "Lord of the Isles"	[1894] P. 342 ..	388
Knight and the Tabernacle Permanent Building So- ciety, In re (No. 1)	C. A. [1891] 2 Q. B. 63; H. L. (E.) [1892] A. C. 298	25, 92, 584
(No. 2)	C. A. [1892] 2 Q. B. 613 ..	23
Knight-Bruce v. Butterworth. In re Tyssen	[1894] 1 Ch. 56 ..	578
Knott v. Marshall	[1894] W. N. 214 ..	902
Knowles v. Scott	[1891] 1 Ch. 717 ..	180
Knowles :—Taws v.	C. A. [1891] 2 Q. B. 564 ..	964
Knox's Trusts, In re	[1895] 1 Ch. 538; C. A. [1895] 2 Ch. 483	675, 923
"Knutsford," The	[1891] P. 219 ..	802
"Kong Magnus," The	[1891] P. 223 ..	802

Name of Case.	Volume and Page.	Column of Digest.
Kope, Ex parte. Kops v. Reg.	J. C. [1894] A. C. 650 ..	245, 407, 524
Krasnapolsky Restaurant and Winter Garden Co., In re	[1892] 3 Ch. 174	187
Kutner v. Phillips	[1891] 2 Q. B. 267	233, 443
Kyffin :—East London Waterworks Co. v.	[1895] 1 Q. B. 55	961
L.		
L— :—G— v.	[1891] 3 Ch. 126	378, 675
L. otherwise B. v. B.	[1895] P. 274	284
La Banque d'Hochelaga :—Jodoin and Others v. ..	J. C. [1895] A. C. 612 ..	105
La Compagnie Générale d'Eaux Minérales et de Bains de Mer, In re	[1891] 3 Ch. 451	664
La Société Anonyme des Verreries de l'Etoile, In re The Trade-mark of (No. 1)	[1893] W. N. 119	659
(No. 2)	[1894] 1 Ch. 61; C. A. [1894] 2 Ch. 26	905, 908
Labouchere :—Zierenberg v.	C. A. [1893] 2 Q. B. 183 ..	264, 637
Labrador Co. v. The Queen	J. C. [1893] A. C. 104 ..	105, 681, 862
Lacon, In re. Lacon v. Lacon	C. A. [1891] 2 Ch. 482 ..	987
Ladd :—Folkestone Corporation v.	C. A. [1893] 3 Ch. 22 ..	873
Ladd's Case. In re Fairbairn Engineering Co. ..	[1893] 3 Ch. 450	196
Lagos, Colonial Secretary of :—Callender, Sykes & Co. v. Williams v. Davies	[1891] A. C. 460	49, 122, 344, 411
Laidlaw v. Wilson	[1894] 1 Q. B. 74	12
Laing, Wharton, and Down Construction Syndicate :—Donovan v.	[1893] 1 Q. B. 629	485
Laird, In the Goods of	[1892] P. 380	701
Lake's Patent	J. C. [1891] A. C. 240 ..	563
Lamb, In re. Ex parte Board of Trade	C. A. [1894] 2 Q. B. 805 ..	44, 57, 67, 68
Lamb v. Evans (No. 1)	[1892] 3 Ch. 462; C. A. [1893] 1 Ch. 218	213, 483, 487, 625
(No. 2)	[1895] W. N. 156 (2) ..	216
Lamb v. Great Northern Railway Co.	[1891] 2 Q. B. 281	488
Lamb and Owners of SS. "Haswell" :—Owners of "Vindomora" v.	H. L. (E.) [1891] A. C. 1 ..	820
Lambrde :—Discount Banking Co. of England and Wales v.	C. A. [1893] 2 Q. B. 329 ..	796
Lambert, Ex parte. Reg. v. London County (Justices) Lambert v. Still. In re Webb	[1892] 1 Q. B. 664	772, 878
Lambert & Co. :—Rogers, Sons, & Co.	[1894] 1 Ch. 73	840
Lambeth :—Guilford v.	C. A. [1891] 1 Q. B. 318 ..	32
Lambeth (Churchwardens, &c.) :—London (County Council) v.	[1894] 2 Q. B. 832; C. A. [1895] 1 Q. B. 92	235
Lambeth Waterworks Co. :—East Molesey (Local Board) v.	[1895] 2 Q. B. 511; [1895] W. N. 134 (6)	456
Lambton v. Cox	C. A. [1892] 3 Ch. 289 ..	959
Lambton v. Kerr	[1894] 3 Ch. 163	623
Lambton v. Mellish	[1895] 2 Q. B. 233	359
Lamson Store Service Co., In re. In re National Reversionary Investment Co.	[1894] 3 Ch. 163	623
Lancashire v. Hunt	[1895] 2 Ch. 726	152
"Lancashire" (Owners of the SS.) v. "Ariel" (Owners of the SS.). The "Lancashire" ..	[1895] W. N. 52	586
	C. A. [1893] P. 47; H. L. (E.) [1894] A. C. 1 ..	820

Name of Case.	Volume and Page.	Column of Digest.
Lancashire and Yorkshire Railway Co., In re. Slater v. Slater	[1895] W. N. 85	646
Lancaster (Attorney-General of the Duchy) v. London and North-Western Railway Co.	C. A. [1892] 3 Ch. 274	616
Lancaster :—Smith v.	C. A. [1894] 3 Ch. 439	602, 783
Land Development Association, In re	[1892] W. N. 23	179
Land Securities Co., In re	[1894] W. N. 91	175
Land Securities Co. :—Lever v.	[1894] W. N. 21	144
Land Securities Co. :—Somerset v.	C. A. [1894] 3 Ch. 464	150, 415
Land Tax Commissioners :—Harding v.	J. C. [1891] A. C. 446	953
Lander v. Lander	[1891] P. 161	276
Lander and Bagley's Contract, In re	[1892] 3 Ch. 41	428
Landon :—Easton v.	[1892] W. N. 176	927, 932
Landray :—Sims v.	[1894] 2 Ch. 318	333, 944
Lands Allotment Co., In re	C. A. [1894] 1 Ch. 616	139, 140
Lane v. Capey	[1891] 3 Ch. 411	531, 655, 964
Lane v. Esdaille	H. L. (E.) [1891] A. C. 210	357
Lane-Fox v. Kensington and Knightsbridge Electric Lighting Co.	[1892] 2 Ch. 66; C. A. [1892] 3 Ch. 424	559, 566
Lane-Fox Electrical Co. :—Kensington and Knightsbridge Electric Lighting Co. v.	[1891] 2 Ch. 573	564
Lane :—Lister v.	C. A. [1893] 2 Q. B. 212	422
Lane v. Norman	[1891] W. N. 202	116
Langlois & Biden (Solicitors), In re	C. A. [1891] 1 Q. B. 349	231
Langston v. Glasson	[1891] 1 Q. B. 567	367
Lansdowne (Marquis of) :—Kehoe v.	H. L. (I.) [1893] A. C. 451	429
Larkin v. Lloyd	[1891] W. N. 71	657
Lascalles and Adair :—McSwaine v.	[1895] J. C. 618	716
Lascalles, De Mercado & Co. :—Jamaica, Administrator-General of, v. In re Rees' Bankruptcy	J. C. [1894] A. C. 185	38, 401
Lashmar, In re. Moody v. Penfold	C. A. [1891] 1 Ch. 258	738, 934
Lathom v. Greenwich Ferry Co.	[1895] W. N. 77	131
Latimer Clarke, Muirhead & Co. :—Aldin v.	[1894] 2 Ch. 437	14, 419, 435
Laugher :—Collis v.	[1894] 3 Ch. 659	435
Laughton v. Griffin	J. C. [1895] A. C. 104	341, 519, 869
Lauri v. Renad	C. A. [1892] 3 Ch. 402	216, 217, 218
Laver v. Botham & Sons	[1895] 1 Q. B. 59	314, 574
Lavy v. London County Council	[1895] 1 Q. B. 915; C. A. [1895] 2 Q. B. 577	446, 447, 448
Law :—Dickson v.	[1895] 1 Ch. 62	667
Law v. Redditch (Local Board)	C. A. [1892] 1 Q. B. 127	253
Lawrance, In re. Bowker v. Austin	[1894] 1 Ch. 556	850
Lawrance & Sons :—London (County Council) v.	[1893] 2 Q. B. 228	450
Lawrence :—Bound v.	C. A. [1892] 1 Q. B. 226	483
Lawrence v. Edwards (No. 1)	[1891] 1 Ch. 144	299, 302, 541
(No. 2)	[1891] 2 Ch. 72	299, 542
Lawrence :—Sturgeon v. In re Dunning	[1894] W. N. 140	591
Lawrence & Sons v. Wilcocks	C. A. [1892] 1 Q. B. 696	679, 680
Lawrenson, In re. Payne-Collier v. Vyse	C. A. [1891] W. N. 28	991
Lawson v. Carter	[1894] W. N. 6	627, 796
Lawson v. Chester Master	[1893] 1 Q. B. 245	544
Lawson v. Duncan. In re Hewit	[1891] 3 Ch. 568	8
Lawson :—Gibson v.	C. A. [1891] 2 Q. B. 545	243, 911
Lawson's Trusts, In re	[1895] W. N. 153 (11)	646

TABLE OF CASES IN THE DIGEST.

lxxv

Name of Case.	Volume and Page.	Column of Digest.
Laxon & Co., In re (No. 1)	C. A. [1892] 3 Ch. 31 ..	178, 185
(No. 2)	[1892] 3 Ch. 555	149, 156
(No. 3)	[1893] 1 Ch. 210	174, 175
Layard :—Blount v.	C. A. [1891] 2 Ch. 681, n.	325
Layborn v. Grover-Wright. In re Elcom	C. A. [1894] 1 Ch. 303 ..	479
Laybourn v. Gridley	[1892] 2 Ch. 53	944
Layton :—Weatherley v.	[1892] W. N. 165	126
Le Bas v. Grant	[1895] W. N. 28	507
Le Bas v. Herbert. In re Butler	[1894] 3 Ch. 250	972
Le Lievre v. Gould	C. A. [1893] 1 Q. B. 491 ..	683, 885
Le Mesurier v. Le Mesurier (No. 1)	J. C. [1894] A. C. 288 ..	406
(No. 2)	J. C. [1895] A. C. 517 ..	{ 109, 283, 289, 392 }
Le Moiguan :—Jersey (Attorney-General and Receiver-General for) v.	J. C. [1892] A. C. 402 ..	403, 407
Leader v. Tod-Heatley	[1891] W. N. 38	679
Learoyd v. Bracken	C. A. [1894] 1 Q. B. 114 ..	859, 868
Learoyd v. Brook	[1891] 1 Q. B. 431	20
Learoyd v. Halifax Joint Stock Bank	[1893] 1 Ch. 686	609
Leasehold Investment Co. :—Charlwood v.	[1895] W. N. 47	131
Leask, In re. Richardson v. Leask	[1891] W. N. 159	635
Leather :—William Radam's Microbe Killer Co. v. ..	C. A. [1892] 1 Q. B. 85 ..	{ 587, 625, 632 }
Leavesley (A person of unsound mind), In re ..	C. A. [1891] 2 Ch. 1	466, 594
Lee v. Butler	C. A. [1893] 2 Q. B. 318 ..	320
Lee v. Dangar, Grant & Co.	{ [1892] 1 Q. B. 231; C. A. [1892] 2 Q. B. 337 }	{ 52, 797 }
Lee :—Knight v.	[1893] 1 Q. B. 41	341, 865,
Lee :—Stogdon v.	C. A. [1891] 1 Q. B. 661 ..	{ 17, 287, 478, 481, 993 }
Lee v. Wilson. In re Tillott	[1892] 1 Ch. 86	930
Leese, In the Goods of	[1894] P. 160	695
Leeson v. Foulis. In re Uttermare	[1893] W. N. 158	998
Legg :—Smith v.	[1893] 1 Q. B. 398	449
Legge :—Denton v.	[1895] W. N. 46	25
Leicester Corporation :—Davis v.	C. A. [1894] 2 Ch. 208 ..	88, 91
Leicester (Corporation) and Eyre, In re	C. A. [1891] W. N. 198 ..	
Leicester Mortgage Co., In re	[1894] W. N. 108, 116 ..	153, 614
Leicestershire (County Council (and) Standing Joint Committee), Ex parte	[1891] 1 Q. B. 53	227
Leigh, Ex parte. In re Stogdon	{ [1895] W. N. 133 (1); [1895] 2 Q. B. 534 }	{ 39 }
Leigh, In the Goods of	[1892] P. 82	705
Leigh v. Green	[1892] P. 17	704
Lemine, In the Goods of	[1892] P. 89	706
Lemmon v. Webb	{ C. A. [1894] 3 Ch. 1; H. L. (E.) [1895] A. C. 1 }	{ 531, 534 }
Leng, In re. Tarn v. Emmerson	C. A. [1895] 1 Ch. 652 ..	7, 52
Leominster Town Council and Herefordshire County Council, In re, and In re Local Government Act, 1888	[1895] 1 Q. B. 43	88, 225
Leon, In re	L.J.J. [1892] 1 Ch. 348 ..	467, 920
Leonhardt v. Kalle	[1895] W. N. 97	562, 604
"Lepanto," The	[1892] P. 122	832
Lepine, In re. Dowsett v. Culver	C. A. [1892] 1 Ch. 210 ..	314
Lepla v. Rogers	[1893] 1 Q. B. 31	423
Leppington v. Freenan	{ [1891] W. N. 159; C. A. [1891] W. N. 198 }	{ 945 }

Name of Case.	Volume and Page.	Column of Digest.
Leresche:—Reg. v.	C. A. [1891] 2 Q. B. 418 ..	282
Lealie:—Holland v.	[1894] 2 Q. B. 346; C. A. [1894] 2 Q. B. 450 ..	583
Lealie v. Rothes (Earl of)	C. A. [1894] 2 Ch. 499 ..	975
Leslie v. Young & Sons	H. L. (S.) [1894] A. C. 335 ..	214
Lester & Co., Ex parte. In re Hannah Lynes	C. A. [1893] 2 Q. B. 113 ..	40, 475
Levasseur v. Mason & Barry, Ltd.	[1891] 2 Q. B. 73 ..	627, 652, 653
Levene, Ex parte. In re Hewett	[1895] 1 Q. B. 328 ..	40
Lever v. Land Securities Co.	[1894] W. N. 21 ..	144
Lever:—Salford (Corporation) v.	[1891] 1 Q. B. 168 ..	685, 742
Leveson v. Beales. In re Applebee	[1891] 3 Ch. 422 ..	985
Levett:—Humphreys v. In re Humphreys	C. A. [1893] 3 Ch. 1 ..	374, 981
Levita's Claim. McDermott v. Boyd. In re McHenry	[1894] 2 Ch. 428; C. A. [1894] 3 Ch. 365 ..	43
Levy:—Trustee of Woolford's Estate, v.	[1892] 1 Q. B. 772 ..	52, 797, 798
Lewin v. Lewin	[1891] P. 254 ..	287
Lewis:—Aylward v.	[1891] 1 Ch. 81 ..	509
Lewis:—Brompton Hospital for Consumption v. In re Bridger	[1893] 1 Ch. 44; C. A. [1894] 1 Ch. 297 ..	117
Lewis v. Darby. In re Nash. In re Spence	[1893] W. N. 99 ..	642
Lewis:—Howell v.	[1891] W. N. 181 ..	641
Lewis v. Lewis	[1892] P. 212 ..	284
Lewis v. Londresborough (Earl)	[1893] 2 Q. B. 191 ..	608
Lewis v. Owen	[1894] 1 Q. B. 102 ..	230
Lewis:—Provident Clerks Mutual Life Assurance v.	[1892] W. N. 164 ..	514
Lewis:—Underwood, Son, & Piper v.	C. A. [1894] 2 Q. B. 306 ..	853
Ley (Mary), In the Goods of	[1892] P. 6 ..	697
L'Herminier, In re. Mounsey v. Buston	[1894] 1 Ch. 675 ..	580
Lickorish:—Goode v. In re Bullock	[1891] W. N. 62 ..	979
Lickorish:—Stone v.	[1891] 2 Ch. 363 ..	503, 839
Lighton's Case. Reg. v. Bishop of London	[1891] 2 Q. B. 48; H. L. (E.) [1891] A. C. 666 ..	301
Liles v. Terry	C. A. [1895] 2 Q. B. 679 ..	935
Lilley, In re	C. A. [1892] 1 Q. B. 759 ..	852
Lilly, Wilson & Co. v. Smales, Eeles & Co.	[1892] 1 Q. B. 456 ..	818, 888
Lincoln (Bishop of):—Read v.	[1891] P. 9; J. C. [1892] A. C. 644 ..	300, 301, 302, 308, 407
Lindon v. Hemery. In re Hicks	[1893] W. N. 138 ..	376, 604, 612, 633
Lindsay, Ex parte. In re Armstrong	[1892] 1 Q. B. 327 ..	203, 545
Lindsay & Co.:—Johnson v.	H. L. (E.) [1891] A. C. 371; [1892] A. C. 110 ..	330, 357, 485
Linfoot v. Pockett	C. A. [1895] 2 Ch. 835 ..	82, 83
Lion:—Selig v.	[1891] 1 Q. B. 513 ..	670
Lister v. Lane	C. A. [1893] 2 Q. B. 212 ..	422
Lister v. Lister (Henry) & Son	[1893] W. N. 33 ..	135
Lister (Henry) & Co., In re. Ex parte Huddersfield Banking Co.	[1892] 2 Ch. 417 ..	189
Lister (Henry) & Sons:—Huddersfield Banking Co. v.	C. A. [1895] 2 Ch. 273 ..	490, 670
Lister:—Wallen v.	[1894] 1 Q. B. 312 ..	448
Little v. London Joint Stock Bank	C. A. [1891] 1 Ch. 270; H. L. (E.) [1892] A. C. 201 ..	36, 521, 522, 588
Liverpool (Revising Barrister):—Reg v.	[1895] 1 Q. B. 155 ..	547
"Liverpool," The	[1893] P. 154 ..	833
Liverpool Corn Trade Association v. London and North Western Railway Co.	[1891] 1 Q. B. 120 ..	729

Name of Case.	Volume and Page.	Column of Digest.
Liverpool and Manchester Aerated Bread Co. v. Firth	[1891] 1 Ch. 367	605
Llanelly Union (Guardians of) v. Guardians of Neath Union	[1893] 2 Q. B. 38	574
Llewellyn, a Solicitor, In re	[1891] 3 Ch. 145	851
Lloyd, Ex parte. In re Jones	[1891] 2 Q. B. 231	48
Lloyd v. Gough. In re Gough	[1894] W. N. 76	850
Lloyd :- Hibbert v.	C. A. [1893] 1 Ch. 129 ..	503, 839
Lloyd :- Larkin v.	[1891] W. N. 71	657
Lloyd v. Nowell	[1895] 2 Ch. 744	857, 940, 949
Lloyd v. Tardy. In re Harman	[1894] 3 Ch. 607	580, 635
Lloyd's Bank v. Bach. Walker v. Bach. In re Bach	[1892] W. N. 108	6
Lloyd's, Barnett's and Bosanquet's Bank :- Campbell v.	[1891] 1 Ch. 136, n.	655, 656
Lloyd Phillips v. Davis. In re Bowen	[1893] 2 Ch. 491	115, 988
Lloyd & Sons :- Baynes & Co. v.	[1895] 1 Q. B. 820; C. A. } [1895] 2 Q. B. 610	427
Lloyd & Sons :- Redgrave v.	[1895] 1 Q. B. 876	321
Local Government Act, 1888, In re. Ex parte London (County Council)	[1892] 1 Q. B. 33	221, 226
Local Government Act, 1888, In re, and In re Herefordshire (County Council) and Leominster (Town Council)	[1895] 1 Q. B. 43	88
Lock :- Burrowes v.	[1891] 3 Ch. 94, n.	930
Lock v. Pearce	[1892] 2 Ch. 328; C. A. } [1893] 2 Ch. 271	425, 635
Lockhart, In the Goods of	[1893] W. N. 80	706
Lockwood :- Patent Agents (Institute of) v. ..	H. L. (S.) [1894] A. C. 347 {	560, 863, 866
Loftus' Trade-mark, In re	[1894] 1 Ch. 193	904
Loftus v. Heriot	C. A. [1895] 2 Q. B. 212 ..	480, 481
Loftus-Otway, In re. Otway v. Otway	[1895] 2 Ch. 235	61, 980
Logan :- Attorney-General v.	[1891] 2 Q. B. 100	531, 532
Logan :- Freme v. In re Freme (No. 1) (No. 2)	[1891] 3 Ch. 167	204
Logan :- Winnipeg (City of) v.	C. A. [1894] 1 Ch. 1	779
Londesborough (Earl) :- Lewis v.	J. C. [1892] A. C. 445	100
Londesborough (Earl) :- Scholfield v.	[1893] 2 Q. B. 19	608
Londesborough (Earl) :- Scholfield v.	[1894] 2 Q. B. 660; C. A. } [1895] 1 Q. B. 536	72
London :- Mostyn (Lord) v.	[1895] 1 Q. B. 170	367
London (Bishop of) :- Allcroft v.	H. L. (E.) [1891] A. C. 666	300
London (Bishop of) :- Lighton v.	[1891] 2 Q. B. 48; H. L. } (E.) [1891] A. C. 666 ..	301
London City (Commissioners of Sewers) v. Battersea (Lord)	[1895] 2 Ch. 708	433
London City (Commissioners of Sewers), Ex parte. Ex parte Vicar of St. Botolph, Aldgate	[1894] 3 Ch. 544	300
London City (Commissioners of Sewers) v. Parish-ioners of St. Botolph Without, Aldgate	[1892] P. 161	297
London City (Corporation) :- Reg. v. Ex parte Boaler	[1893] 2 Q. B. 146	878
London City (Corporation) and Tubb, In re ..	C. A. [1894] 2 Ch. 524	941, 967
London City Court (Judge) :- Reg. v. (No. 1) (No. 2)	[1891] 2 Q. B. 71	647
London (County Council), Ex parte. In re Local Government Act, 1888	C. A. [1892] 1 Q. B. 273 ..	
London (County Council) :- Allen v.	[1892] 1 Q. B. 33	221, 226
London (County Council) :- City and South London Railway Co. v.	C. A. [1895] 2 Q. B. 587 ..	446
	C. A. [1891] 2 Q. B. 513 ..	448, 726

Name of Case.	Volume and Page.	Column of Digest.
London (County Council) <i>v.</i> Cross	C. A. [1892] W. N. 80 ..	448
London (County Council) <i>v.</i> Erith (Churchwardens)	H. L. (E.) [1893] A. C. 562	453, 735
London (County Council):— <i>Harris v.</i>	[1895] 1 Q. B. 240.. ..	965
London (County Council) <i>v.</i> Herring.. ..	[1894] 2 Q. B. 522.. ..	449
London (County Council) <i>v.</i> Humphreys, Ltd.	[1894] 2 Q. B. 755.. ..	451
London (County Council) <i>v.</i> Lambeth (Churchwardens, &c.)	[1895] 2 Q. B. 511.. ..	456
London (County Council):— <i>Lavy v.</i>	[1895] 1 Q. B. 915; C. A. [1895] 2 Q. B. 577 ..	446, 447, 448
London (County Council) <i>v.</i> Lawrance & Sons	[1893] 2 Q. B. 228.. ..	450
London (County Council) <i>v.</i> London (School Board)	[1892] 2 Q. B. 606.. ..	450
London (County Council):— <i>London Street Tramways Co. v.</i>	C. A. [1894] 2 Q. B. 189; H. L. (E.) [1894] A. C. 489	912
London (County Council):— <i>North Metropolitan Tramways Co. v.</i>	[1895] W. N. 91	913
London (County Council) <i>v.</i> Pearce	[1892] 2 Q. B. 109.. ..	451
London (County Council):— <i>Reg. v.</i>	C. A. [1893] 2 Q. B. 454 ..	541, 710, 862
London (County Council):— <i>Reg. v. Ex parte Akkersdyk. Ex parte Fermentia</i>	[1892] 1 Q. B. 190.. ..	226
London (County Council) <i>v.</i> St. George's Union Assessment Committee (No. 1)	C. A. [1893] 1 Q. B. 210; H. L. (E.) [1893] A. C. 562	452, 730, 734
(No. 2)	C. A. [1893] 2 Q. B. 476; H. L. (E.) [1894] A. C. 600	460
London (County Council):— <i>St. Leonard, Shore-ditch (Vestry) v.</i>	[1895] 2 Q. B. 104.. ..	734
London (County Council):— <i>Wendon v.</i>	[1894] 1 Q. B. 227; C. A. [1894] 1 Q. B. 812 ..	447
London (County Council) <i>v.</i> West Ham (Churchwardens, &c.) (No. 1)	C. A. [1892] 2 Q. B. 44; H. L. (E.) [1893] A. C. 562	453, 735
(No. 2)	C. A. [1892] 2 Q. B. 173 ..	604
London (County Council) <i>v.</i> Woolwich Union (Assessment Committee)	C. A. [1893] 1 Q. B. 210 ..	734
London (County Council) <i>v.</i> Worley.. ..	[1894] 2 Q. B. 826.. ..	449
London, County (Justices):— <i>Reg. v.</i> (No. 1) ..	[1893] W. N. 86	737, 880
(No. 2) ..	C. A. [1893] 2 Q. B. 476 ..	460
(No. 3) ..	C. A. [1894] 1 Q. B. 453 ..	599, 711
(No. 4) ..	[1895] 1 Q. B. 214; C. A. [1895] 1 Q. B. 616 ..	771, 772, 877
(No. 5) ..	[1895] 1 Q. B. 881.. ..	459
London, County (Justices):— <i>Reg. v. Ex parte Lambert</i>	[1892] 1 Q. B. 664.. ..	772, 878
London (Port Sanitary Authority):— <i>Thames Conservancy v.</i>	[1894] 1 Q. B. 647.. ..	454, 751, 895
London (School Board):— <i>Conybeare v.</i>	[1891] 1 Q. B. 118.. ..	303
London (School Board):— <i>London (County Council) v.</i>	[1892] 2 Q. B. 606.. ..	450
London (School Board):— <i>Shaw v.</i>	C. A. [1895] 2 Ch. 1 ..	136
London (School Board) <i>v.</i> Smith	[1895] W. N. 37	293, 413, 622
London Anti-Vivisection Society:— <i>Cross v. In re Foveaux</i>	[1895] 2 Ch. 501	113
London Association of Shipowners and Brokers <i>v.</i> London and India Docks Committee ..	C. A. [1892] 3 Ch. 242 ..	98, 289, 912
London Bank of Mexico and South America <i>v.</i> Apthorpe	[1891] 1 Q. B. 383; C. A. [1891] 2 Q. B. 378 ..	367

Name of Case.	Volume and Page.	Column of Digest.
London Building Trades Federation :—Trollope v. ..	[1895] W. N. 29; C. A. [1895] W. N. 45 ..	267, 825, 911
London and Canadian Loan and Agency Co. v. Duggan ..	J. C. [1893] A. C. 506 ..	35, 103, 471, 919
London Cemetery Co.:—St. Giles, Camberwell (Vestry) v. ..	[1894] 1 Q. B. 699 ..	456
London Chartered Bank of Australia, In re ..	[1893] 3 Ch. 540 ..	193
London Chartered Bank of Australia v. McMillan ..	J. C. [1892] A. C. 292 ..	35
London, Chatham and Dover Railway Co.:—Foster v. ..	C. A. [1895] 1 Q. B. 711 ..	722
London, Chatham and Dover Railway Co.:—Nicholson v. ..	[1895] W. N. 91 ..	728
London, Chatham and Dover Railway Co. v. South Eastern Railway Co. ..	C. A. [1892] 1 Ch. 120; H. L. (E.) [1893] A. C. 429 ..	391
London City Mission:—Anderson v. In re Wood ..	[1894] 2 Ch. 577 ..	971
London and County Banking Co. v. Bray ..	[1893] W. N. 130 ..	590, 633
London and East Coast Express Steamship Co.:—Fairfield Shipbuilding and Engineering Co. v. ..	[1895] W. N. 64 ..	131, 655, 827
London, Edinburgh and Glasgow Life Insurance Co.:—Barnes v. ..	[1892] 1 Q. B. 864 ..	382
London, Edinburgh and Glasgow Life Insurance Co.:—Bawden v. ..	C. A. [1892] 2 Q. B. 534 ..	382, 684
London Financial Association v. Whadcoat ..	C. A. [1893] 3 Ch. 307 ..	722
London and General Bank, In re (No. 1) ..	[1894] W. N. 155 ..	173, 611, 866
(No. 2) ..	C. A. [1895] 2 Ch. 166 ..	187
(No. 3) ..	C. A. [1895] 2 Ch. 673 ..	188
London India Docks Joint Committee:—London Association of Shipowners and Brokers ..	C. A. [1892] 3 Ch. 242 ..	98, 289, 912
London Joint Stock Bank:—Bentinck v. ..	[1893] 2 Ch. 120 ..	36, 522, 868
London Joint Stock Bank:—Little v. ..	C. A. [1891] 1 Ch. 270; H. L. (E.) [1892] A. C. 201 ..	36, 521, 522, 868
London Joint Stock Bank:—Simmons v. ..	C. A. [1891] 1 Ch. 270; H. L. (E.) [1892] A. C. 201 ..	36, 521, 522, 868
London and Mashonaland Exploration Co. v. New Mashonaland Exploration Co. ..	[1891] W. N. 165 ..	137, 553
London Metallurgical Co., In re ..	[1895] 1 Ch. 758 ..	172
London and New York Investment Co., In re ..	[1895] 2 Ch. 860 ..	153
London and North Western Railway Co.:—Attorney-General of the Duchy of Lancaster v. ..	[1892] 3 Ch. 274 ..	616
London and North Western Railway Co.:—Clements v. ..	C. A. [1894] 2 Q. B. 482 ..	371, 586, 616
London and North Western Railway Co.:—Cusack v. ..	C. A. [1891] 1 Q. B. 347 ..	230
London and North Western Railway Co.:—Darlaston (Local Board) v. ..	[1894] 2 Q. B. 45; C. A. [1894] 2 Q. B. 694 ..	728
London and North Western Railway Co. v. Evans ..	[1892] 2 Ch. 432; C. A. [1893] 1 Ch. 16 ..	496
London and North Western Railway Co.:—Fletcher v. ..	C. A. [1892] 1 Q. B. 122 ..	633
London and North Western Railway:—Flower v. ..	C. A. [1894] 2 Q. B. 65 ..	371
London and North Western Railway Co.:—How v. ..	[1891] 2 Q. B. 496; C. A. [1892] 1 Q. B. 391 ..	230
London and North Western Railway Co.:—Liverpool Corn Trade Association v. ..	[1891] 1 Q. B. 120 ..	729

Name of Case.	Volume and Page.	Column of Digest.
London and North Western Railway Co. :—London and Westminster Loan and Discount Co. v. ..	[1893] 2 Q. B. 49 ..	427
London and North Western Railway Co. :—Phipps v. ..	C. A. [1892] 2 Q. B. 229 ..	729
London and North Western Railway Co. :—Reg. v. ..	[1894] 2 Q. B. 512 ..	471, 497. 604, 724
London and North Western Railway Co. and Marquis of Salisbury, In re ..	[1892] 1 Ch. 75, n. ..	413
London Portland Cement Co. :—Bevan v. ..	[1892] W. N. 151 ..	293, 934
London Printing and Publishing Alliance v. Cox ..	C. A. [1891] 3 Ch. 291 ..	216
London Provident Building Society v. Morgan ..	[1893] 2 Q. B. 266 ..	94
London and Provincial Bank :—Powell v. ..	[1893] 1 Ch. 610; C. A. [1893] 2 Ch. 555 ..	161
London and Provincial Laundry Co. v. Willesden (Local Board) ..	[1892] 2 Q. B. 271 ..	532
London and South African Exploration Co. v. De Beers Consolidated Mines, Ltd. ..	J. C. [1895] A. C. 451 ..	106
London and South Wales Colliery Co. :—Huggins v. ..	[1891] 1 Q. B. 496; C. A. [1891] 2 Q. B. 699 ..	494
London and South Western Railway :—Mansion House Association on Railway Traffic v. ..	[1895] 1 Q. B. 927 ..	729
London and South Western Railway Co. :—Putney (Overseers) v. ..	[1891] 1 Q. B. 182; C. A. [1891] 1 Q. B. 440 ..	734
London and South Western Railway Co. :—Singer Manufacturing Co. v. ..	[1894] 1 Q. B. 833 ..	31, 720
London Street Tramways Co. and London (County Council), In re ..	C. A. [1894] 2 Q. B. 189; H. L. (E.) [1894] A. C. 489 ..	912
London and Suburban Bank, In re ..	[1892] 1 Ch. 604 ..	178, 369
London Tramways Co. :—Rapier v. ..	C. A. [1893] 2 Ch. 588 ..	533, 914
London Trust Co. v. Mackenzie ..	[1893] W. N. 9 ..	138
London and Universal Bank v. Clancarty (Earl of) ..	[1892] 1 Q. B. 689 ..	680
London and Westminster Loan and Discount Co. v. ..	[1893] 2 Q. B. 49 ..	427
London and North Western Railway Co. ..		
London, Windsor and Greenwich Hotels Co., In re Quartermaine's Claim ..	[1892] 1 Ch. 639 ..	190
London and Yorkshire Mutual Money Club Co., In re Long v. Clarke ..	[1891] W. N. 2 ..	177
Long v. Gardner. In re Gardner (No. 1) ..	C. A. [1894] 1 Q. B. 119 ..	417
(No. 2) ..	[1892] W. N. 164 ..	310
	C. A. [1894] W. N. 159 ..	588
Longbottom :—Neil v. ..	[1894] 1 Q. B. 767 ..	88, 518
Longhurst :—Day v. ..	[1893] W. N. 3 ..	74
Lopes :—Hume v. ..	H. L. (E.) [1892] A. C. 112 ..	934
Lopes v. Hume-Dick. In re Dick. (Hume v. Lopes) ..	[1891] 1 Ch. 423; H. L. (E.) [1892] A. C. 112 ..	934
Lord v. Fox ..	[1892] 1 Q. B. 199 ..	546
Lord Advocate v. Bogie ..	H. L. (S.) [1894] A. C. 83 ..	259
Lord Advocate :—Hamilton (Duke) v. ..	H. L. (S.) [1892] W. N. 160 ..	257
Lord Advocate :—Macfarlane v. ..	H. L. (S.) [1894] A. C. 291 ..	257
"Lord of the Isles," The :—Williams, Torrey & Co. v. Knight ..	[1894] P. 342 ..	388
"Lord Stanley" (Owners of The) :—Fellows v. ..	[1893] 1 Q. B. 98 ..	442
Lord and Fullerton's Contract, In re ..	C. A. [1895] W. N. 157 (11) ..	920
Lostwithiel and Fowey Railway Co. :—Fortescue v. ..	[1894] 3 Ch. 621 ..	726, 855
Loughnan :—Morley v. ..	[1893] 1 Ch. 736 ..	935
Louis, In re. Ex parte Incorporated Law Society ..	[1891] 1 Q. B. 649 ..	854
Louis v. Smellie ..	C. A. [1895] W. N. 115 (7) ..	487, 625
Lovatt v. Williamson. In re Whiston's Settlement ..	[1894] 1 Ch. 661 ..	787
Lovegrove :—Coole v. ..	[1893] 2 Q. B. 44 ..	449
Lovejoy v. Cole ..	[1894] 2 Q. B. 861 ..	232

TABLE OF CASES IN THE DIGEST.

lxxxii

Name of Case.	Volume and Page.	Column of Digest.
Lovell and Christmas v. Beauchamp	H. L. (E.) [1894] A. C. 607 ..	41, 54, 62, 406, 558, 630
Low, In re. Ex parte Argentine Gold Fields, Ltd. ..	[1891] 1 Q. B. 147 ..	40
Low, In re. Ex parte Gibson	C. A. [1895] 1 Q. B. 734 ..	40
Low, In re. Bland v. Low	C. A. [1894] 1 Ch. 147 ..	5, 672
Low v. Bouverie	C. A. [1891] 3 Ch. 82 ..	306, 930
Low :—Phillips v.	[1892] 1 Ch. 47 ..	433, 993
Lowe v. Cooke. In re Blantern	C. A. [1891] W. N. 54 ..	972, 976
Lowen :—Davies v.	[1891] W. N. 86 ..	748
Lowman, In re. Devenish v. Pester	C. A. [1895] 2 Ch. 348 ..	204, 894, 989, 994
Lowther v. Caledonian Railway Co.	[1891] 3 Ch. 443; C. A. [1892] 1 Ch. 73 ..	413
Loyd :—Attorney-General v.	[1895] 1 Q. B. 496 ..	259
Lubbock v. British Bank of South America	[1892] 2 Ch. 198 ..	3, 144, 892
Lucas :—Baxendale v.	[1895] W. N. 30 ..	630, 855
Lucas :—Budd v.	[1891] 1 Q. B. 408 ..	902
Lucas :—Peacock v. In re Whitehead	[1894] 1 Ch. 678 ..	981
Lucas v. Williams & Sons	C. A. [1892] 2 Q. B. 113 ..	215
Lulham :—Thomas v.	C. A. [1895] 2 Q. B. 400 ..	418
Lumley, In re (No. 1)	[1893] W. N. 13 ..	629
(No. 2)	C. A. [1894] 3 Ch. 135 ..	478
Lumley, In re. Ex parte Cathcart	C. A. [1894] 2 Ch. 271 ..	661
Lumley, In re. Ex parte Hood Barrs	C. A. [1894] 3 Ch. 135 ..	480, 481
Lumley v. Ravenscroft	C. A. [1895] 1 Q. B. 688 ..	618, 855
Lushington :—Reg. v. Ex parte Otto	[1894] 1 Q. B. 420 ..	246, 317
Lusk v. Sebright	[1894] W. N. 134 ..	505
Luttrell :—Minehead Local Board v.	[1894] 2 Ch. 178 ..	794
Lynde v. Anglo-Italian Hemp Spinning Co.	[1895] W. N. 149 (1) ..	157
Lynde v. Waithman	C. A. [1895] 2 Q. B. 180 ..	505, 678
Lynes (Hannah), In re. Ex parte Lester & Co.	C. A. [1893] 2 Q. B. 113 ..	40, 475
Lynes :—Robinson, King & Co. v.	[1894] 2 Q. B. 577 ..	474
Lynton and Lynmouth Hotel Property Co. :—Brinsley v.	[1895] W. N. 53 ..	131, 650
Lyon & Co. :—Wenman v.	[1891] 1 Q. B. 634; C. A. [1891] 2 Q. B. 192 ..	78
Lyons :—Sydney and Suburban Mutual Building and Land Investment Association v.	J. C. [1894] A. C. 260 ..	526
Lyric Theatre :—Cadogan v.	C. A. [1894] 3 Ch. 338 ..	651
Lysaght v. Olark & Co.	[1891] 1 Q. B. 552 ..	662
Lysaght (J.) Ltd. v. Coleman	C. A. [1895] 1 Q. B. 49 ..	386
M.		
Mabbett, In re. Pitman v. Holborrow	[1891] 1 Ch. 707 ..	18
McAdam :—Manchester (Corporation) v.	C. A. [1895] 1 Q. B. 673 ..	368, 432
Macalpine & Co. v. Calder & Co.	[1893] 1 Q. B. 545 ..	657
McArthur & Co. v. Cornwall	J. C. [1892] A. C. 75 ..	254, 329
Macaulay :—Jones v.	[1891] 1 Q. B. 221 ..	648
M'Auliffe, In the Goods of	[1895] P. 290 ..	697
McCarthy :—Dougall v.	C. A. [1893] 1 Q. B. 736 ..	425
McCarthy :—Mahoney v.	[1892] P. 21 ..	281, 703
McCarthy :—Wood v.	[1893] 1 Q. B. 775 ..	643
McClatchie v. Haslam	C. A. [1891] W. N. 191 ..	207
McCowan v. Baine. "The Niobe"	H. L. (S.) [1891] A. C. 401 ..	385
McDermott, Ex parte. In re Boyd	C. A. [1895] 1 Q. B. 611 ..	39

Name of Case.	Volume and Page.	Column of Digest.
McDermott v. Boyd. In re McHenry. Barker's Claim ..	C. A. [1894] 3 Ch. 290 ..	441, 516
McDermott v. Boyd. In re McHenry. Levita's Claim ..	[1894] 2 Ch. 428; C. A. [1894] 3 Ch. 365 ..	43
Macdonald v. Scott (or Hall) ..	H. L. (S.) [1893] A. C. 642 ..	762
Macdonald, Sons & Co., In re ..	C. A. [1894] 1 Ch. 89 ..	167, 168
McEntire v. Crossley Brothers ..	H. L. (I.) [1895] A. C. 457 ..	77, 319
Macfarlane:—Burchard v. Ex parte Tindall ..	C. A. [1891] 2 Q. B. 241 ..	607
Macfarlane & Co.:—Moussen v. ..	C. A. [1895] 2 Q. B. 562 ..	808
Macfarlane v. Lord Advocate ..	H. L. (S.) [1894] A. C. 291 ..	257
McGavin:—McIntyre Brothers v. ..	H. L. (S.) [1893] A. C. 268 ..	752
McGinn:—Bellyse v. ..	[1891] 2 Q. B. 227 ..	55, 795
Macgowan, In re. Macgowan v. Murray ..	[1891] 1 Ch. 105 ..	845
McGrath (Infants), In re ..	[1892] 2 Ch. 496; C. A. [1893] 1 Ch. 143 ..	373
McGregor, Gow & Co.:—Mogul Steamship Co. v. ..	H. L. (E.) [1892] A. C. 25 ..	201, 912
McGuire:—Mackay v. ..	[1891] 1 Q. B. 250 ..	51, 547
McHarg v. Universal Stock Exchange ..	C. A. [1895] 2 Q. B. 81 ..	587
McHenry, In re. McDermott v. Boyd. Barker's Claim ..	C. A. [1894] 3 Ch. 290 ..	441, 516
McHenry, In re. McDermott v. Boyd. Levita's Claim ..	[1894] 2 Ch. 428; C. A. [1894] 3 Ch. 365 ..	43
McHenry:—Brandon v. ..	C. A. [1891] 1 Q. B. 538 ..	43
McHugh:—Barnardo v. ..	[1891] 1 Q. B. 194; H. L. (E.) [1891] A. C. 388 ..	361, 373
McIlquham v. Taylor ..	C. A. [1895] 1 Ch. 53 ..	208
MacIlwaine:—Hebditch v. ..	C. A. [1894] 2 Q. B. 54 ..	266
M'Inroy v. Athole (Duke of) ..	H. L. (S.) [1891] A. C. 629 ..	766
MacIntosh:—Wilson v. ..	J. C. [1894] A. C. 129 ..	526
McIntyre Brothers v. McGavin ..	H. L. (S.) [1893] A. C. 268 ..	752
MacIver v. Burns ..	C. A. [1895] 2 Ch. 630 ..	663
Mack v. Postle ..	[1894] 2 Ch. 449 ..	671
Mackay v. McGuire ..	[1891] 1 Q. B. 250 ..	51, 547
McKeckine:—Thomas v. In re Elen ..	[1893] W. N. 90 ..	579
McKellar:—Reg. v. ..	[1893] 1 Q. B. 121 ..	546
McKenzie v. Day ..	[1893] 1 Q. B. 289 ..	398
Mackenzie:—London Trust Co. v. ..	[1893] W. N. 9 ..	138
Mackenzie v. Mackenzie ..	H. L. (S.) [1895] A. C. 384 ..	762
McKenzie:—Reg. v. ..	[1892] 2 Q. B. 519 ..	243, 878
Mackintosh v. Pogose ..	[1895] 1 Ch. 505 ..	70, 789
Mackrell:—Barber v. ..	[1892] W. N. 87; C. A. [1892] W. N. 133 ..	73
Macleod, In re. Mills v. Macleod ..	[1895] W. N. 97 ..	788
Macleod v. Attorney-General for New South Wales ..	J. C. [1891] A. C. 455 ..	523
McLeod v. McNab ..	J. C. [1891] A. C. 471 ..	708, 992
McMahon v. North Kent Ironworks Co. ..	[1891] 2 Ch. 148 ..	135, 654
McMeekan:—Aitken v. ..	J. C. [1895] A. C. 310 ..	632, 707, 709, 954
McMillan:—London Chartered Bank of Australia v. ..	J. C. [1892] A. C. 292 ..	35
McMillan:—Palgrave Gold Mining Co. v. ..	J. C. [1892] A. C. 460 ..	102
McMullen:—Unwin v. ..	C. A. [1891] 1 Q. B. 694 ..	548, 585
McNab:—McLeod v. ..	J. C. [1891] A. C. 471 ..	708, 992
McNair & Co. v. Audenshaw Paint and Colour Co. ..	[1891] 2 Q. B. 502 ..	588
McNamara & Co., Ltd.:—Wilmer v. ..	[1895] 2 Ch. 245 ..	144
Macmurdo, In re. Penfield v. Macmurdo ..	[1892] W. N. 73 ..	161, 312
Macrae, Ex parte ..	J. C. [1893] A. C. 346 ..	407
McSwaine v. Lascelles ..	J. C. [1895] A. C. 618 ..	716
Madden v. Kensington (Vestry) ..	[1892] 1 Q. B. 614 ..	445
Maddick:—Coupé Co. v. ..	[1891] 2 Q. B. 413 ..	33, 483

lxxix

Name of Case.	Volume and Page.	Column of Digest.
Maddocks :—Rogers v.	C. A. [1892] 3 Ch. 346 ..	748
Madell v. Thomas & Co.	C. A. [1891] 1 Q. B. 230 ..	77
Magniac :—Crossley v.	[1893] 1 Ch. 594 ..	867
Magniac :—Dashwood v. (No. 1)	C. A. [1891] 3 Ch. 306 ..	411, 782, 892, 897, 958
————— (No. 2)	[1892] W. N. 54 ..	597, 603
Mahon, In re	C. A. [1893] 1 Ch. 507 ..	844
Mahoney v. McCarthy	[1892] P. 21 ..	281, 703
Maidstone (Corporation) :—Howlett v.	C. A. [1891] 2 Q. B. 110 ..	225
"Main" (The)	[1894] P. 320 ..	387
Mainland v. Cave. In re Cave	[1892] W. N. 142 ..	651
Makin v. Attorney-General for New South Wales	J. C. [1894] A. C. 67 ..	241, 523
Makins v. Percy Ibotson & Sons	[1891] 1 Ch. 133 ..	135, 655, 656
Malam, In re. Malam v. Hitchens	[1894] 3 Ch. 578 ..	890
Malcolm Flinn & Co. v. Hoyle	C. A. [1893] W. N. 167 ..	685
Malcolm Khan, Prince :—Persian Investment Corporation v.	[1893] W. N. 49 ..	128
Maldou Urban Sanitary Authority :—Gozzett v.	[1894] 1 Q. B. 327 ..	872
Male :—Reid's Brewery Co. v.	[1891] 2 Q. B. 1 ..	367
Malleson v. General Mineral Patents Syndicate	[1894] 3 Ch. 538 ..	145
Malleson v. National Insurance and Guarantee Corporation	[1894] 1 Ch. 200 ..	146
Malling (Licensing Justices) :—Whiffen v.	C. A. [1892] 1 Q. B. 362 ..	396
Mallinson v. Carr	[1891] 1 Q. B. 48 ..	534, 881
Manchester (Corporation) :—Attorney-General v.	[1893] 2 Ch. 87 ..	531, 623
Manchester (Corporation) v. McAdam	C. A. [1895] 1 Q. B. 673 ..	368, 432
Manchester (Corporation) v. Williams	[1891] 1 Q. B. 94 ..	221, 263
Manchester (Corporation) :—Withington (District Local Board) v.	C. A. [1893] 2 Ch. 19 ..	531
Manchester, Middleton and District Tramways Co., In re	[1893] 2 Ch. 638 ..	543
Manchester, Sheffield and Lincolnshire Railway Co. :—Bentley v.	[1891] 3 Ch. 222 ..	253, 631
Manchester, Sheffield and Lincolnshire Railway Co. :—Brook v.	[1895] 2 Ch. 571 ..	414
Manchester, Sheffield and Lincolnshire Railway Co. :—Doncaster Assessment Committee v.	H. L. (E.) [1895] A. C. 133, n. ..	734, 735
Manchester, Sheffield and Lincolnshire Railway Co. :—Taylor v.	C. A. [1895] 1 Q. B. 134 ..	204, 598, 722, 899
Manchester Trust v. Furness, Withy & Co.	[1895] 2 Q. B. 282; C. A. [1895] 2 Q. B. 539 ..	813
Mander v. Falcke (No. 1)	[1891] 2 Ch. 554 ..	239
————— (No. 2)	[1891] 3 Ch. 488 ..	593, 669
Mandleberg v. Morley (No. 1)	[1893] W. N. 157 ..	561
————— (No. 2)	[1895] W. N. 9 ..	562
Mandleberg & Co., Ex parte. In re Howells	[1895] 1 Q. B. 844 ..	63, 417
Mangan v. Metropolitan Electric Supply Co.	C. A. [1891] 2 Ch. 551 ..	674
Manifold :—Drielsma v.	C. A. [1894] 3 Ch. 100 ..	844
Manila Railway :—Government Stock Investment and other Securities Co. v.	C. A. [1895] 2 Ch. 551 ..	132
Manitoba (Attorney-General) :—Brophy v.	J. C. [1895] A. C. 202 ..	101, 123
Manitoba and North-West Land Corporation v. Allan	[1893] 3 Ch. 432 ..	623, 664, 665
Mann (Mary), In the Goods of	[1891] P. 293 ..	695
Mann v. Edinburgh Northern Tramways Co.	H. L. (S.) [1893] A. C. 69 ..	151
Mann v. Johnson	[1893] W. N. 196 ..	546
Mansel, In re. Ex parte Norton	C. A. [1892] W. N. 32 ..	68, 437

Name of Case.	Volume and Page.	Column of Digest.
Mansell v. British Linen Co. Bank	[1892] 3 Ch. 159	253
Mansion House Association on Railway Traffic v. Great Western Railway Co.	C. A. [1895] 2 Q. B. 141	727
Mansion House Association on Railway Traffic v. London and South Western Railway Co.	[1895] 1 Q. B. 927	729
"Maori King" (Owners of Cargo of) v. Hughes	C. A. [1895] 2 Q. B. 550	673, 315
Maple:—Wheaton v.	[1893] 3 Ch. 48	434
Maplin Sands, In re	[1894] W. N. 141; C. A. [1894] W. N. 184	615, 658
Mara v. Browne	[1895] 2 Ch. 69; C. A. [1895] W. N. 162 (13)	439, 787, 848, 927
Marchant, In the Goods of	[1893] P. 254	705
Marcks:—Harper v.	[1894] 2 Q. B. 319	240
Marcus:—Edwards v.	C. A. [1894] 1 Q. B. 587	82
Mardon, In re	[1895] W. N. 152 (2)	68
Mardon, Ex parte. In re Downing	C. A. [1891] W. N. 180	43
Margetson v. Glynn	C. A. [1892] 1 Q. B. 337; H. L. (E.) [1893] A. C. 351	811
Margrett, Ex parte. In re Soltykoff	C. A. [1891] 1 Q. B. 413	40, 74, 371
Margrett:—Ramsay v.	C. A. [1894] 2 Q. B. 18	79, 477, 586, 739
"Marianne," The	[1891] P. 180	799
Marine Insurance Co.:—Baring Bros. & Co. v.	[1893] W. N. 164	390
Maritime Bank of Canada (Liquidators) v. New Brunswick (Receiver-General)	J. C. [1892] A. C. 437	99, 100, 102, 123
Marland v. Williams. In re Goodenough	[1895] 2 Ch. 537	891
Marlborough (Duke of), In re. Davis v. Whitehead	[1894] 2 Ch. 133	334
"Marpessa," The	[1891] P. 403	821
Marriner v. Bishop of Bath and Wells	[1893] P. 145, n.	299
Marsden:—Montforts v.	C. A. [1895] 1 Ch. 11	853
Marsden:—Moser v.	C. A. [1892] 1 Ch. 487	562, 639, 641
Marsden:—Reg. v.	[1891] 2 Q. B. 149	242
Marsh:—Green v.	C. A. [1892] 2 Q. B. 330	76
Marshall v. Bluman	[1893] W. N. 184	233
Marshall:—Collard v.	[1892] 1 Ch. 571	263, 267, 621
Marshall:—Knott v.	[1894] W. N. 214	902
Marshall v. National Provincial Bank of England	[1892] W. N. 34	510, 613
Marshall:—Orpen v.	J. C. [1895] A. C. 606	107, 151
Marshall v. South Staffordshire Tramways Co.	C. A. [1895] 2 Ch. 36	134, 676, 913
Marshall v. Taylor	C. A. [1895] 1 Ch. 641	89
Marshall's Patent	J. C. [1891] A. C. 430	564
Marsham:—Reg. v.	C. A. [1892] 1 Q. B. 371	457, 471
Marsom:—Wright v.	[1895] W. N. 148 (11)	968
Marsom:—Williams v. In re Buckle	C. A. [1894] 1 Ch. 286	967
Marston:—Edwards v.	C. A. [1891] 1 Q. B. 225	82
Martin, Ex parte. Drew v. Willis	C. A. [1891] 1 Q. B. 450	595
Martin, In re. Martin v. Martin	[1892] W. N. 120	994
Martin:—Brisbane (Municipal Council) v.	J. C. [1894] A. C. 249	632, 716
Martin:—Davis v. In re Queensland Land and Coal Co.	[1894] 3 Ch. 181	136
Martin v. Martin. In re Bourne	[1893] 1 Ch. 188	6, 256, 258
Martin:—Fox v.	[1895] W. N. 36	161, 306
Martin v. Price	C. A. [1894] 1 Ch. 276	433, 624

Name of Case.	Volume and Page.	Column of Digest.
Martin v. Tomkinson	[1893] 2 Q. B. 121 ..	545
Martin:—Sutton v. In re Poinons	[1891] W. N. 139 ..	590, 635
Martin & Co.:—Midland Railway Co. v.	[1893] 2 Q. B. 172 ..	271, 307, 491, 880
Martin and Varlow, In re	[1894] W. N. 223 ..	636
Martindale, In re	[1894] 3 Ch. 193 ..	203, 591
Marwick v. Thurlow (Lord)	[1895] 1 Ch. 776 ..	131
"Mary Thomas," The	C. A. [1894] P. 108 ..	387
Marylebone (Vestry):—Reg. v.	C. A. [1895] 1 Q. B. 771 ..	96, 294
Maryport Hematite Iron and Steel Co., In re. Cumber- land Union Banking Co. v. Maryport Hematite Iron and Steel Co.	[1892] 1 Ch. 415 ..	504, 900
Maryport Hematite Iron and Steel Co.:—Cumber- land Union Banking Co. v.	[1892] 1 Ch. 92 ..	504, 514, 659
Maskell and Golding's Contract, In re	[1895] 2 Ch. 525 ..	343, 949
Mason, Ex parte. In re Errington	[1894] 1 Q. B. 11 ..	59, 509
Mason, Ex parte. In re Isaacson	C. A. [1895] 1 Q. B. 333 ..	84
Mason, Ex parte. In re Smith	[1893] 1 Q. B. 323 ..	57, 343
Mason, In re. Mason v. Mason	[1891] 3 Ch. 467 ..	918, 970
Mason v. Mercer. In re Gurney	[1893] 1 Ch. 590 ..	926
Mason & Barry, Ltd.:—Levasseur v.	[1891] 2 Q. B. 73 ..	627, 652, 653
Mason & Co.:—Smith v.	[1894] 2 Q. B. 363 ..	860
Mason's Orphanage and London and North Western Railway Co., In re	[1895] W. N. 138 (3) ..	112
Masonic and General Life Assurance Co. v. Sharpe. In re Sharpe. In re Bennett	C. A. [1892] 1 Ch. 154 ..	139, 438, 857
Massam v. Thorley. In re Thorley	C. A. [1891] 2 Ch. 613 ..	256, 931
Massey v. Morris	[1894] 2 Q. B. 412 ..	827
Masterman:—Harbin v. (No. 1)	C. A. [1894] 2 Ch. 184; H. L. (E.) [1895] A. C. 186	970
————— (No. 2)	[1895] W. N. 160 (1) ..	18, 602, 847
Masterman:—Wharton v.	C. A. [1894] 2 Ch. 184; H. L. (E.) [1895] A. C. 186	970
Masters, Ex parte. In re Charwood	[1894] 1 Q. B. 643 ..	48, 837
Masters:—James v.	[1893] 1 Q. B. 355 ..	871
Masters:—Ryley v.	[1892] 1 Q. B. 674 ..	679
Matthewman:—Neville v.	C. A. [1894] 3 Ch. 345 ..	643
Matthews:—Corn v.	C. A. [1893] 1 Q. B. 310 ..	20, 370
Matthews:—Helby v.	C. A. [1894] 2 Q. B. 262; H. L. (E.) [1895] A. C. 471	319, 571
Maund, In re. Ex parte Maund	[1895] 1 Q. B. 194 ..	54
Mawn:—Hove, St. Andrew's (Vicar, &c.) v.	[1895] P. 228, n. ..	296
Maxim-Nordenfelt Guns and Ammunition Co., Ex parte. In re Nordenfelt	C. A. [1895] 1 Q. B. 151 ..	55
Maxim-Nordenfelt Guns and Ammunition Co. v. Nordenfelt (No. 1)	C. A. [1893] 1 Ch. 630; H. L. (E.) [1894] A. C. 535	747, 749
————— (No. 2)	C. A. [1893] 3 Ch. 122 ..	637
May v. Chidley	[1894] 1 Q. B. 451 ..	118, 677
Mayeu:—Duck v.	C. A. [1892] 2 Q. B. 511 ..	404, 742
Mayfair Property Co. v. Johnston	[1894] 1 Ch. 508 ..	551, 622
Mayfair Property Co.:—Johnston v.	[1893] W. N. 73 ..	450
Mead:—Reg. v.	[1894] 2 Q. B. 124 ..	455
Meador v. West Cowes Local Board	C. A. [1892] 3 Ch. 18 ..	793
"Mecca," The	C. A. [1895] P. 95 ..	803

Name of Case.	Volume and Page.	Column of Digest.
Medawar v. Grand Hotel Co.	C. A. [1891] 2 Q. B. 11 ..	380
Medical Battery Co., In re	[1894] 1 Ch. 444 ..	173, 184
Medical Council v. Allinson	C. A. [1894] 1 Q. B. 750 ..	
Mee :—Ind, Coope & Co. v.	[1895] W. N. 8 ..	655
Meeus' Application, In re	[1891] 1 Ch. 41 ..	903
Mein :—Thompson v.	[1893] W. N. 202 ..	364, 497
Mellen :—Swan v.	[1892] W. N. 106; C. A. [1892] W. N. 128 ..	3
Mellersh :—Fitzgerald's Trustee v. (No. 1)	[1892] W. N. 4 ..	860
(No. 2)	[1892] 1 Ch. 385 ..	504, 509
Mellin v. White	C. A. [1894] 3 Ch. 276; H. L. (E.) [1895] A. C. 154 ..	267, 626
Mellish :—Lambton v.	[1894] 3 Ch. 163 ..	628
Mellor :—Hancock v. In re Hodgkinson	[1893] W. N. 9 ..	984
Melville v. Mirror of Life Co.	[1895] 2 Ch. 531 ..	219
Menzies v. Menzies	H. L. (S.) [1893] W. N. 49 ..	761
Mercantile Bank of Australia, In re	[1892] 2 Ch. 204 ..	181, 192
Mercantile Bank of Sydney v. Taylor	J. C. [1893] A. C. 317 ..	689
Mercantile Investment and General Trust Co. v. International Co. of Mexico	C. A. [1893] 1 Ch. 484, n. ..	134
Mercantile Investment and General Trust Co. v. River Plate Trust, Loan and Agency Co. (No. 1)	[1892] 2 Ch. 303 ..	132
(No. 2)	[1894] 1 Ch. 578 ..	134, 306
Mercer :—Mason v. In re Gurney	[1893] 1 Ch. 590 ..	926
Mercers' Co. v. Eames	[1891] 1 Ch. 658 ..	249, 434
"Merchant Prince," The	[1892] P. 9; C. A. [1892] P. 179 ..	819
Meredyth v. Meredyth	[1895] P. 92 ..	288
Merionethshire Permanent Benefit Building Society :—Jones v.	[1891] 2 Ch. 587; C. A. [1892] 1 Ch. 173 ..	207, 672
Merryweather v. Moore	[1892] 2 Ch. 518 ..	487
Merryweather :—Mowbray v.	[1895] 1 Q. B. 857; C. A. [1895] 2 Q. B. 640 ..	958
Mersey Docks and Harbour Board :—Eckersley v.	C. A. [1894] 2 Q. B. 667 ..	22
Mersey Docks and Harbour Board :—Turner v. The "Zeta"	[1891] P. 216; C. A. [1892] P. 285; H. L. (E.) [1893] A. C. 468 ..	228, 800
Mersey Railway Co., In re	C. A. [1895] 2 Ch. 287 ..	135
Merthyr Tydfil (Local Board) v. Merthyr Tydfil Union (Assessment Committee)	[1891] 1 Q. B. 186 ..	736
Mervin, In re. Mervin v. Crossman	[1891] 3 Ch. 197 ..	990
Messer :—Gibbs v.	J. C. [1891] A. C. 248 ..	955
Metcalfe v. Cox	H. L. (S.) [1895] A. C. 328 ..	863
Metcalfe :—Hall v.	[1892] 1 Q. B. 208 ..	547
Metcalfe v. Metcalfe	C. A. [1891] 3 Ch. 1 ..	979
Methley School Board :—Richardson v.	[1893] 3 Ch. 510 ..	303, 622, 718
Metropolitan Board of Works :—Nathan v.	[1894] 1 Q. B. 230, n. ..	447
Metropolitan Coal Consumers' Association, In re. Karberg's Case	C. A. [1892] 3 Ch. 1 ..	150
Metropolitan Coal Consumers' Association :—Cock-sedge v.	[1891] W. N. 132; C. A. [1891] W. N. 148 ..	187
Metropolitan Coal Consumers' Association v. Scrim-geour	C. A. [1895] 2 Q. B. 604 ..	158, 160
Metropolitan District Railway Joint Committee :—Brotherton v.	C. A. [1894] 1 Q. B. 666 ..	599
Metropolitan Electric Supply Co. :—Mangan v.	C. A. [1891] 2 Ch. 551 ..	674
Metropolitan Railway Co. :—Attorney-General v.	C. A. [1894] 1 Q. B. 384 ..	724

TABLE OF CASES IN THE DIGEST.

lxxxvii

Name of Case.	Volume and Page.	Column of Digest.
Metropolitan Railway Co. v. Fowler	C. A. [1892] 1 Q. B. 165; H. L. (E.) [1893] A. C. 416	416
Metropolitan Railway Co. :—Fulham (Vestry) v. ..	C. A. [1895] 2 Q. B. 443 ..	458
Metropolitan Railway Co. :—Kelly v.	[1895] 1 Q. B. 944 ..	204, 598, 722, 899
Meunier, In re	[1894] 2 Q. B. 415 ..	240, 308, 318
Meux v. Cobley	[1892] 2 Ch. 253 ..	16, 321, 344, 419, 428, 958
Meux v. Great Eastern Railway Co.	C. A. [1895] 2 Q. B. 387 ..	32, 721, 722
Meux's Brewery Co. v. City of London Electric Lighting Co. (No. 1)	C. A. [1895] 1 Ch. 287 ..	532, 588, 624
(No. 2)	C. A. [1895] W. N. 101 ..	624
Meyer & Co. v. Decroix, Verley & Cie.	H. L. (E.) [1891] A. C. 520	72
Meyrick v. Attorney-General. In re Christchurch Inclosure Act (No: 1)	H. L. (E.) [1893] A. C. 1 ..	125
(No. 2)	[1894] 3 Ch. 209 ..	125, 873
Michell v. Michell (No. 1)	[1891] P. 166; C. A. [1891] P. 208 ..	285, 286
(No. 2)	[1891] P. 305 ..	286
Michiels v. Empire Palace Co.	C. A. [1892] W. N. 38 ..	660
Micklethwaite v. Vavasour	[1893] W. N. 61 ..	658
Middlesborough (Town Clerk) :—Pease v.	[1893] 1 Q. B. 127 ..	549
Middleton v. Bradley	[1895] 2 Ch. 716 ..	561
Midgley v. Crowther. In re Crowther	[1895] 2 Ch. 56 ..	891, 932
Midgley v. Midgley	[1893] 3 Ch. 282 ..	313, 847
Midgley v. Smith	[1893] W. N. 120 ..	943
Mid-Kent Fruit Factory, In re	[1892] W. N. 65 ..	183
Midland Coal, Coke, and Iron Co., In re. Craig's Claim	C. A. [1895] 1 Ch. 267 ..	193
Midland Railway Co., Ex parte	[1894] W. N. 38 ..	414
Midland Railway Co., Ex parte. Ex parte Castle Bytham (Vicar)	[1895] 1 Ch. 348 ..	298, 777
Midland Railway Co. :—Bristol and West of England Bank v.	C. A. [1891] 2 Q. B. 653 ..	570, 818
Midland Railway Co. v. Edmonton Union (Guardians)	C. A. [1895] 1 Q. B. 357; H. L. (E.) [1895] A. C. 485	573, 771
Midland Railway Co. v. Gribble	[1895] 2 Ch. 129; C. A. [1895] 2 Ch. 827 ..	724
Midland Railway Co. v. Martin & Co.	[1893] 2 Q. B. 172 ..	271, 307, 491, 880
Midland Railway Co. :—Page v.	C. A. [1894] 1 Ch. 11 ..	949
Midland Railway Company v. Silvester. In re Silvester	[1895] 2 Ch. 573 ..	288
Midwinter v. Midwinter (No. 1)	C. A. [1892] P. 28 ..	288
(No. 2)	[1893] P. 93 ..	277, 288
Mighell v. Sultan of Johore	C. A. [1894] 1 Q. B. 149 ..	392
Milbank v. Vane	C. A. [1893] 3 Ch. 79 ..	894
Milford Haven Shipping Co., In re	[1895] W. N. 16 ..	178
Millage :—Holmes v.	C. A. [1893] 1 Q. B. 551 ..	406, 651, 652
Millar :—Heritable Reversionary Co. v.	H. L. (S.) [1892] A. C. 598	760
Millard's Settled Estates, In re	C. A. [1893] 3 Ch. 116 ..	777
Miller, In re. Ex parte Official Receiver	C. A. [1893] 1 Q. B. 327 ..	57, 336
Miller v. Collins	[1895] W. N. 143 (8) ..	477

Name of Case.	Volume and Page.	Column of Digest.
Miller v. Dell	C. A. [1891] 1 Q. B. 468 ..	31, 271, 439, 917
Miller v. Hancock	C. A. [1893] 2 Q. B. 177 ..	418
Miller's Patent, In re	[1894] W. N. 4 ..	660
Miller Brother & Co. :—Hogarth v. "Millicent," The	H. L. (S.) [1891] A. C. 48 [1891] W. N. 162 ..	817 15, 831
Millington v. Harwood	C. A. [1892] 2 Q. B. 166 ..	598
Mills' Trusts, In re	C. A. [1895] 2 Ch. 564 ..	47
Mills :—Charlesworth v.	H. L. (E.) [1892] A. C. 231	76
Mills v. Dunham	C. A. [1891] 1 Ch. 576 ..	746, 747
Mills v. Johnston. In re Johnston	[1894] 3 Ch. 204 ..	929, 987
Mills v. Macleod. In re Macleod	[1895] W. N. 97 ..	788
Milner :—Ballard v.	[1895] W. N. 14 ..	659
Milner's Settlement, In re	[1891] 3 Ch. 547 ..	481
Milson v. Carter	J. C. [1893] A. C. 638 ..	408, 583
Milward :—Farnham v.	[1895] 2 Ch. 730 ..	463, 639, 641
Minehead (Local Board) v. Luttrell	[1894] 2 Ch. 178 ..	794
Mining Shares Investment Co., In re	[1893] 2 Ch. 660 ..	146
Minister for Lands :—Abbott v.	J. C. [1895] A. C. 425 ..	524, 865
"Minnie," The	C. A. [1894] P. 336 ..	821
Minor, Ex parte. In re Pollitt	[1893] 1 Q. B. 175; C. A. [1893] 1 Q. B. 455 ..	48, 837
Minor :—Boughy v.	[1893] P. 181 ..	700
Minter v. Carr	[1894] 2 Ch. 321; C. A. [1894] 3 Ch. 498 ..	502
Mirams, In re	[1891] 1 Q. B. 594 ..	48, 516
Mirror of Life Co. :—Melville v.	[1895] 2 Ch. 531 ..	219
Miskin Higher, Justices of :—Reg. v.	[1893] 1 Q. B. 275 ..	395
Mitchell, In re. Moore v. Moore	[1892] 2 Ch. 87 ..	290, 980
Mitchell, In re. Wavell v. Mitchell	[1892] W. N. 11 ..	506
Mitchell :—Elmsley v. In re Pickard	[1894] 2 Ch. 88; C. A. [1894] 3 Ch. 704 ..	117
Mitchell :—Orr v.	H. L. (S.) [1893] A. C. 238	761
Mitchell :—Wavell v.	[1891] W. N. 86 ..	506, 641
Mitchell v. Weise. Ex parte Friedheim	[1892] W. N. 139 ..	54, 555
Mitchell :—Williams v. In re Byron's Settlement	[1891] 3 Ch. 474 ..	577
Mocambique, Companhia de v. British South African Co.	C. A. [1892] 2 Q. B. 358; H. L. (E.) [1893] A. C. 602	631, 674
Moffat :—Wylie v. In re Wylie	[1895] 2 Ch. 116 ..	478, 694, 987
Mogridge v. Clapp	C. A. [1892] 3 Ch. 382 ..	780, 781, 889
Mogul Steamship Co. v. McGregor, Gow & Co.	H. L. (E.) [1892] A. C. 25	201, 912
Mohamidu Mohideen Hadjar v. Pitchey	J. C. [1894] A. C. 437 ..	109, 312
Mohideen Hadjar v. Pitchey	J. C. [1893] A. C. 193 ..	407
Moir v. Williams	C. A. [1892] 1 Q. B. 264 ..	450
"Molière," The	[1893] P. 217 ..	822
Molleson :—Edinburgh United Breweries Co. v.	H. L. (S.) [1894] A. C. 96	761
Molsons' Bank :—Simpson v.	J. C. [1895] A. C. 270 ..	104
"Mona," The	[1894] P. 265 ..	806
Monaghan :—Ward v.	C. A. [1895] W. N. 123 (8)	421
Mouarch Investment Building Society :—Brett v.	C. A. [1894] 1 Q. B. 367 ..	95
Mouk v. Bartram	C. A. [1891] 1 Q. B. 346 ..	633
Mouro :—Pendarves v.	[1892] 1 Ch. 611 ..	433
Monsen v. Macfarlane & Co.	C. A. [1895] 2 Q. B. 562 ..	808
Monson v. Tussaud (Louie)	C. A. [1894] 1 Q. B. 671 ..	264, 621
Monson v. Tussauds, Ltd.	C. A. [1894] 1 Q. B. 671 ..	264, 621
Montagu v. Forwood	C. A. [1893] 2 Q. B. 350 ..	685

Name of Case.	Volume and Page.	Column of Digest.
Mont de Piété of England, In re	[1892] W. N. 166	183
"Monte Rosa," The	[1893] P. 23	823, 895
Montforts v. Marsden	C. A. [1895] 1 Ch. 11	853
Montgomerie v. United Kingdom Mutual Steamship Assurance Association	[1891] 1 Q. B. 370	389
Montgomery v. Foy, Morgan & Co.	C. A. [1895] 2 Q. B. 321	638
Montgomery:—Thompson v.	H. L. (E.) [1891] A. C. 217	905
Montreal (City):—Déchêne v.	J. C. [1894] A. C. 640	104
Moody, In re. Woodroffe v. Moody	[1895] 1 Ch. 101	985
Moody v. Penfold. In re Lashmar	C. A. [1891] 1 Ch. 258	738, 934
Moore, In the Goods of (No. 1)	[1892] P. 145	693, 696
(No. 2)	[1892] P. 378	704
Moore (Sarah), In the Goods of	[1891] P. 299	696
Moore v. Atkinson	[1891] 1 Q. B. 269	549
Moore:—Attorney-General v.	[1893] 1 Ch. 676	221, 249, 915
Moore v. Bull	[1891] P. 279	287
Moore:—Chadburn v.	[1892] W. N. 126	304, 942
Moore:—Green v.	[1891] W. N. 68	631
Moore:—Evans v. In re Davis	[1891] 3 Ch. 119	440
Moore v. Fulham (Vestry)	C. A. [1895] 1 Q. B. 399	500
Moore v. Johnson. In re Johnson	[1891] 3 Ch. 48	377
Moore:—Kitts v.	C. A. [1895] 1 Q. B. 253	25, 618, 622
Moore v. Knight	[1891] 1 Ch. 547	438, 439, 556, 847, 927
Moore:—Merryweather v.	[1892] 2 Ch. 518	487
Moore v. Moore	[1892] P. 382	279
Moore v. Moore. In re Mitchell	[1892] 2 Ch. 87	290, 980
Moore v. North Western Bank	[1891] 2 Ch. 599	162
Moore v. Peachey	[1891] 2 Q. B. 707	605
Moore v. Pearce's Dining and Refreshment Rooms	[1895] W. N. 136 (4); [1895] 2 Q. B. 657	10
Moore Brothers:—Figg v.	[1894] 2 Q. B. 690	65
Morant v. Bolton. In re Bolton's Estate	[1892] W. N. 114; C. A. [1892] W. N. 163	332
Moral Brothers & Co.:—Tharsis Sulphur and Copper Co. v.	C. A. [1891] 2 Q. B. 647	811
Morel Brothers, Cobbett & Son:—Hyslop v.	[1891] W. N. 19	150, 163
Moreton v. Hughes. In re Pinhorne	[1894] 2 Ch. 276	984
Morgan, In re. Morgan v. Morgan	C. A. [1893] 3 Ch. 222	18, 972
Morgan:—Attorney-General v.	[1891] 1 Ch. 432	494
Morgan v. Blyth	[1891] 1 Ch. 337	555, 848
Morgan v. Bowles	[1894] 1 Q. B. 236	444
Morgan v. SS. "Castlegate." The "Castlegate"	H. L. (I.) [1893] A. C. 38	824
Morgan:—Farquharson v.	C. A. [1894] 1 Q. B. 552	232, 711
Morgan v. Jackson	[1895] 1 Q. B. 885	339
Morgan:—Jones v. In re Page	[1893] 1 Ch. 304	924, 926
Morgan v. Hill. In re Parker	C. A. [1894] 3 Ch. 400	687
Morgan:—London Provident Building Society v.	[1893] 2 Q. B. 266	94
Morgan v. Williams. In re Williams	[1892] W. N. 81	313
Morley, In re. Morley v. Haig	[1895] 2 Ch. 738	891
Morley:—Crook v.	H. L. (E.) [1891] A. C. 316	41
Morley v. Loughnan	[1893] 1 Ch. 736	935
Morley:—Mandleberg v. (No. 1)	[1893] W. N. 157	561
(No. 2)	[1895] W. N. 9	562
Morley v. Rennoldson	C. A. [1895] 1 Ch. 449	969
"Morocco Bound" Syndicate v. Harris	[1895] 1 Ch. 534	217, 619

Name of Case.	Volume and Page.	Column of Digest.
Morris, In re. <i>Morris v. Atherden</i>	[1894] W. N. 85	985
Morris v. Delobbel-Flipo	[1892] 2 Ch. 352	79
Morris :— <i>Massey v.</i>	[1894] 2 Q. B. 412	827
Morris v. Morris	J. C. [1895] A. C. 625	523
Morris :—National Bank of Australasia v. ..	J. C. [1892] A. C. 287	524
Morris v. Tottenham and Forest Gate Railway Co. ..	[1892] 2 Ch. 47	724
Morris, Wilson & Co. v. Coventry Machinists Co. ..	[1891] 3 Ch. 418	270
Morriass :—Corporation of Southport v. ..	[1893] 1 Q. B. 359	827
Morshead's Settled Estate, In re	[1893] W. N. 180	779
Mortgage Insurance Corporation :— <i>Dane v.</i> ..	C. A. [1894] 1 Q. B. 54	390
Morton :— <i>Hadow v.</i>	[1894] 1 Q. B. 95; C. A. [1894] 1 Q. B. 565 ..	627
Morton :— <i>Reg. v.</i>	[1892] 1 Q. B. 39	517, 717
Moser v. Marsden	C. A. [1892] 1 Ch. 487	562, 639, 641
Mostyn (Lord) v. London	[1895] 1 Q. B. 170	367
Mostyn v. Mostyn	C. A. [1893] 3 Ch. 376	942
Moubray Rowan and Hick v. Drew	J. C. [1893] A. C. 295	954
Moul v. Groenings	C. A. [1891] 2 Q. B. 443	216
Moules :— <i>Rhodes v.</i>	C. A. [1895] 1 Ch. 236	510, 557, 848, 917
Mounsey v. Buston. In re L'Herminier	[1894] 1 Ch. 675	580
Mowbray v. Merryweather	[1895] 1 Q. B. 857; C. A. [1895] 2 Q. B. 640 ..	958
Muirden :— <i>Cowie v.</i>	H. L. (S.) [1893] A. C. 674	767
Muirhead v. Forth and North Sea Steamboat Mutual Insurance Association	H. L. (S.) [1894] A. C. 72	384, 763
Müller :— <i>Smith v.</i>	[1894] 1 Q. B. 192	86
Muncaster (Lord) :— <i>Harrison Ainslie & Co. v.</i> ..	C. A. [1891] 2 Q. B. 680	421
Munday :— <i>Dyer v.</i>	C. A. [1895] 1 Q. B. 742	484
Munday v. Norton	C. A. [1892] 1 Q. B. 403	587, 656
Mundy :— <i>Curtis v.</i>	[1892] 2 Q. B. 178	376, 607
Mundy's Settled Estates, In re	[1891] 1 Ch. 399	776, 777
Munn's Patent Maizena and Starch Co. :—National Starch Manufacturing Co. v. ..	J. C. [1894] A. C. 275	526, 907
Munro v. Balfour	[1893] 1 Q. B. 113	544
"Munroe," The	[1893] P. 248	386
Munslow :— <i>Reg. v.</i>	C. C. R. [1895] 1 Q. B. 758	246
Murray v. Freer	[1893] 1 Q. B. 281; C. A. [1893] 1 Q. B. 635; H. L. (E.) [1894] A. C. 576 ..	397
Murray :— <i>Macgowan v.</i> In re Macgowan	[1891] 1 Ch. 105	845
Murray :— <i>Warren v.</i>	C. A. [1894] 2 Q. B. 648	437
Murugasari Marimuttu v. De Soysa	P. C. [1891] A. C. 69	109
Musgrove v. Chun Teeong Toy	J. C. [1891] A. C. 272	15, 953
Mustapha v. Wedlake	[1891] W. N. 201	290
Musurus Bey v. Gadban	[1894] 1 Q. B. 533; C. A. [1894] 2 Q. B. 352 ..	392, 436, 665
Mutual Life Insurance Co. of New York :— <i>Ham-brough v.</i>	C. A. [1895] W. N. 18	382, 383, 390
Mutual Reserve Association :— <i>Hayward v.</i> ..	[1891] 2 Q. B. 236	657
Mutual Reserve Fund Life Association :— <i>Cleaver v.</i> ..	C. A. [1892] 1 Q. B. 147	383
Mutual Tontine Westminster Chambers Association :— <i>Ryan v.</i>	[1892] 1 Ch. 427; C. A. [1893] 1 Ch. 116	423, 855
N.		
"N. Strong," The	[1892] P. 105	820

Name of Case.	Volume and Page.	Column of Digest.
Nance, In re. Ex parte Ashmead	[1893] 1 Q. B. 590 ..	{ 56, 222, 860
Napper v. Fanshawe. In re Greer	[1895] 2 Ch. 217 ..	{ 50, 617, 644
Nash, In re. In re Spence. Lewis v. Darby ..	[1893] W. N. 99 ..	642
Nash & Sons, In re. Ex parte Crofton, Craven & Worthington	[1895] W. N. 135 (1) ..	49
Natal Land and Colonization Co.:—Bolton v. ..	[1892] 2 Ch. 124 ..	145
Nathan v. Metropolitan Board of Works	[1894] 1 Q. B. 230, n. ..	447
Nathan & Co.:—Shoppee v.	[1892] 1 Q. B. 245 ..	797
National Bank of Australasia v. Morris	J. C. [1892] A. C. 287 ..	524
National Bank v. Silke	C. A. [1891] 1 Q. B. 435 ..	{ 75, 118, 522
National Boiler Insurance Co., In re	[1892] 1 Ch. 306 ..	147
National Debenture and Assets Corporation, In re ..	C. A. [1891] 2 Ch. 505 ..	156
National Dwelling Society v. Sykes	[1894] 3 Ch. 159 ..	145
National Fire and Marine Insurance Co. of New Zealand:—Davies v.	J. C. [1894] A. C. 485 ..	389, 525
National Guardian Assurance Co.:—Grigg v. ..	[1891] 3 Ch. 206 ..	{ 77, 269, 338
National Insurance Co., Ex parte. In re Hallett ..	[1894] W. N. 156 ..	58, 167
National Insurance and Guarantee Corporation:—Malleson v.	[1894] 1 Ch. 200 ..	146
National Permanent Mutual Benefit Building Society v. Raper	[1892] 1 Ch. 54 ..	507
National Provincial Bank of England v. Cresswell. In re Bawden. Bawden v. Cresswell ..	[1894] 1 Ch. 693 ..	971, 984
National Provincial Bank of England:—Marshall v. ..	[1892] W. N. 34 ..	510, 613
National Provincial Bank of England:—Small v. ..	[1894] 1 Ch. 686 ..	{ 78, 504, 516, 901
National Provincial Bank of England and Marsh, In re	[1895] 1 Ch. 190 ..	948
National Reversionary Investment Co., In re. In re Lamson Store Service Co.	[1895] 2 Ch. 726 ..	152
National Starch Manufacturing Co. v. Munn's Patent Maizena and Starch Co.	J. C. [1894] A. C. 275 ..	526, 907
National Telephone Co. v. Baker	[1893] 2 Ch. 186 ..	{ 533, 532, 888
National Telephone Co.:—Keith, Prowse & Co. v. ..	[1894] 2 Ch. 147 ..	426, 888
National Wholemeal Bread and Biscuit Co., In re ..	[1891] 2 Ch. 151 ..	183
National Wholemeal Bread and Biscuit Co., In re. Ex parte Baines	[1892] 2 Ch. 457 ..	180, 190
"Nautik," The	[1895] P. 121 ..	799
Neal v. Devenish	[1894] 1 Q. B. 544 ..	11
Neath and Brecon Railway Co., In re	C. A. [1892] 1 Ch. 349 ..	725
Neath and District Tramways Co.:—Pegge v. ..	[1895] 2 Ch. 508 ..	914
Neath Union (Guardians of):—Guardians of Llanelly Union v.	[1893] 2 Q. B. 38 ..	574
Neck v. Taylor	C. A. [1893] 1 Q. B. 560 ..	660
Negus, In re	[1895] 1 Ch. 73 ..	845
Neil v. Longbottom	[1894] 1 Q. B. 767 ..	88, 518
Neptune Steam Navigation Co. v. Sclater. The "Delano"	C. A. [1895] P. 40 ..	{ 227, 808, 863
Nevill v. Fine Arts and General Insurance Co. ..	C. A. [1895] 2 Q. B. 156 ..	265
Neville v. Matthewman	C. A. [1894] 3 Ch. 345 ..	643
Nevin (Violet), In re	C. A. [1891] 2 Ch. 299 ..	373
New v. Burns	C. A. [1894] W. N. 196 ..	614
New Brunswick (Receiver-General of):—Maritime Bank of Canada (Liquidators of) v.	J. C. [1892] A. C. 437 ..	{ 99, 100, 102, 123

Name of Case.	Volume and Page.	Column of Digest.
New Chile Gold Mining Co., In re	[1892] W. N. 193	159
New Land Development Association and Gray, In re ..	[1892] 2 Ch. 138	45
New Mashonaland Exploration Co., In re	[1892] 3 Ch. 577	139
New Mashonaland Exploration Co.:—London and Mashonaland Exploration Co. v.	[1891] W. N. 165	137, 553
New Morgan Gold Mining Co., In re	[1893] W. N. 79	183
New Oriental Bank Corporation, In re (No. 1) ..	[1892] 3 Ch. 563	182, 183
.. (No. 2) ..	[1895] 1 Ch. 735	189, 193, 420
"New Pelton," The	[1891] P. 258	823, 896
New Romney (Corporation) v. New Romney (Sewer Commissioners)	[1892] 1 Q. B. 840	795
New South Wales, Attorney-General for:—Maclead v.	J. C. [1891] A. C. 455	523
New South Wales, Attorney-General for v. Makin ..	[1894] A. C. 57	241, 523
New South Wales, Attorney-General for:—Sydney Municipal Council v.	[1894] A. C. 444	525
New Terras Tin Mining Co., In re	[1894] 2 Ch. 344	178, 186, 860
New Travellers' Chambers, Ltd., In re	[1895] 1 Ch. 395	174
New York Exchange Co., In re	[1893] 1 Ch. 371	173, 197
New York Herald:—De Bernaldes v.	[1893] 2 Q. B. 97, n.	661
New Zealand Gold Extraction Co. (Newbery-Vautin) Process) v. Peacock	C. A. [1894] 1 Q. B. 622	127, 160, 164
New Zealand Loan and Mercantile Agency Co., In re ..	[1894] W. N. 200	182
New Zealand Trust and Loan Co., In re	C. A. [1893] 1 Ch. 403	163, 923
Newbold Friendly Society v. Barlow	[1893] 2 Q. B. 128	336
Newby v. Sims	[1894] 1 Q. B. 478	9
Newbery-Vautin (Patents) Gold Extraction Co., In re	[1892] 3 Ch. 127, n.	153
Newcastle-upon-Tyne (Corporation) v. Attorney-General	H. L. (E.) [1892] A. C. 568	87
Newcastle-upon-Tyne (Corporation):—Graham v. ..	C. A. [1893] 1 Q. B. 643	342, 352, 435
Newell:—Wirral Highway Board v.	[1895] 1 Q. B. 827	353
Newen, In re. Newen v. Barnes	[1894] 2 Ch. 297	780, 920
Newington, St. Mary (Vestry):—Austin v.	[1894] 2 Q. B. 524	458, 864
Newington, St. Mary (Vestry):—Keep v.	C. A. [1894] 2 Q. B. 524	458, 864
Newman:—Innes v.	[1894] 2 Q. B. 292	533
Newman (George) & Co., In re	C. A. [1895] 1 Ch. 674	188
Newmarket Local Board:—Cowley v.	H. L. (E.) [1892] A. C. 345	222, 861
Newnes:—Hanfstaengl v.	C. A. [1894] 3 Ch. 109	219
Newnes (George), Ltd.:—Johnson v.	[1894] 3 Ch. 663	219
Newsham and South Blyth (Churchwardens):—Blyth Harbour Commissioners v.	[1894] 2 Q. B. 293; C. A. [1894] 2 Q. B. 675	734
Newton v. Anglo-Australian Investment Co. (Deben-ture-holders, &c., of)	J. C. [1895] A. C. 244	130, 132, 523
Newton:—Gosling v.	[1895] 1 Q. B. 793	963
Newton v. Newton	[1895] W. N. 152 (5)	276
Newton:—Reg. v.	[1892] 1 Q. B. 648	880
Niblett:—Hoare v.	[1891] 1 Q. B. 781	208, 479
Nicholas and Settled Land Act, 1882, In re ..	[1894] W. N. 165	785, 922
Nicholson, In re. Nicholson v. Nicholson	[1895] W. N. 97	892
Nicholson v. Field	[1893] 2 Ch. 511	921
Nicholson v. Harper	[1895] 2 Ch. 415	345
Nicholson v. London, Chatham and Dover Railway ..	[1895] W. N. 91	728
Nickalls v. Briscoe	[1892] P. 269	297, 298
Nicols:—Ultzen v.	[1894] 1 Q. B. 92	33
"Nifa," The	[1892] P. 411	807

Name of Case.	Volume and Page.	Column of Digest.
Nind v. Nineteenth Century Building Society ..	[1894] 1 Q. B. 472; C. A. [1894] 2 Q. B. 226 ..	422, 425
Nineteenth Century Building Society:—Nind v. ..	[1894] 1 Q. B. 472; C. A. [1894] 2 Q. B. 226 ..	422, 425
"Niobe," The. M'Cowan v. Baine ..	H. L. (S.) [1891] A. C. 401 ..	385
Nitrophosphate and Odams Chemical Manure Co., In re ..	[1893] W. N. 141 ..	147
Nix:—Roe v. ..	[1893] P. 55 ..	464, 709
Noakes:—Graham v. In re Graham ..	[1895] 1 Ch. 66 ..	650, 656, 687
Noakes:—Ponting v. ..	[1894] 2 Q. B. 281 ..	530, 534
Nobel Dynamite Trust Co. v. Wyatt ..	[1893] 2 Q. B. 499 ..	366
Norburn v. Norburn ..	[1894] 1 Q. B. 448 ..	619, 652, 659
Nordenfelt, In re. Ex parte Maxim-Nordenfelt Guns and Ammunition Co. ..	C. A. [1895] 1 Q. B. 151 ..	55
Nordenfelt:—Maxim-Nordenfelt Guns and Ammunition Co. (No. 1) v. ..	C. A. [1893] 1 Ch. 630; H. L. (E.) [1894] A. C. 535 ..	747, 749
(No. 2)	[1893] 3 Ch. 122 ..	637
"Nord Kap." (SS.) v. SS. "Sandhill." The "Sandhill" ..	J. C. [1894] A. C. 646 ..	820
Norman, In re. Ex parte Board of Trade ..	C. A. [1893] 2 Q. B. 369 ..	50, 865
Norman v. Beaumont ..	[1893] W. N. 45 ..	514
Norman:—Lane v. ..	[1891] W. N. 202 ..	116
Norris v. Birch ..	[1895] 1 Q. B. 639 ..	492
North, In re. Ex parte Hasluck ..	C. A. [1895] 2 Q. B. 264 ..	42
North v. Bassett ..	[1892] 1 Q. B. 333 ..	92, 886
North:—Chappell v. ..	[1891] 2 Q. B. 252 ..	26
North:—Kirke v. In re Wright ..	[1895] 2 Ch. 747 ..	642, 644
North Australian Territory Co., In re. Archer's Case ..	C. A. [1892] 1 Ch. 322 ..	142
North Australian Territory Co. v. Goldsborough, Mort & Co. ..	C. A. [1893] 2 Ch. 381 ..	175
North:—Bexley Heath Railway Co. v. ..	C. A. [1894] 2 Q. B. 579 ..	412
"North Britain," The ..	C. A. [1894] P. 77 ..	385
North British Mercantile Insurance Co.:—Collins v. ..	[1894] 3 Ch. 228 ..	665
North British and Mercantile Insurance Co.:—Greenhill v. ..	[1893] 3 Ch. 474 ..	479
North British and Mercantile Insurance Co.:—Pratt v. ..	[1894] 3 Ch. 228 ..	665, 668
North British Railway Co.:—Ferguson v. ..	H. L. (S.) [1893] W. N. 166 ..	766
North British Railway Co.:—Gilmour v. ..	H. L. (S.) [1893] A. C. 281 ..	766
North British Railway Co. v. Wood ..	H. L. (S.) [1891] W. N. 130 ..	719
North Eastern News Association:—South Hetton Coal Co. v. ..	C. A. [1894] 1 Q. B. 133 ..	221, 263
North Eastern Railway Co.:—Dunhill v. ..	[1895] W. N. 116; C. A. [1895] W. N. 156 (3) ..	415
North Eastern Railway Co.:—Elmsley v. ..	[1895] W. N. 161 (9) ..	724
North Eastern Railway Co.:—Pounder v. ..	[1892] 1 Q. B. 385 ..	721
North Hendre Mining Co.:—Foster v. ..	[1891] 1 Q. B. 71 ..	495
North Kent Ironworks Co.:—McMahon v. ..	[1891] 2 Ch. 148 ..	135, 654
North Metropolitan Railway and Canal Co.:—Paddington (Vestry) v. ..	[1894] 1 Q. B. 633 ..	456
North Metropolitan Tramways Co.:—Attorney-General v. ..	[1892] 3 Ch. 70 ..	607, 611, 912
North Metropolitan Tramways Co. v. London County Council ..	[1895] W. N. 91 ..	913
North Staffordshire Railway Co.:—Hanley and Bucknall Coal Co. v. ..	[1891] W. N. 93 ..	495

Name of Case.	Volume and Page.	Column of Digest.
North Staffordshire Railway Co.:—Huffam v. ..	[1894] 2 Q. B. 821..	721, 865
North Wales Gunpowder Co., In re ..	C. A. [1892] 2 Q. B. 220 ..	181
North Western Bank:—Moore v. ..	[1891] 2 Ch. 599 ..	162
North Western Bank v. Poynter, Son, and Macdonalds ..	H. L. (S.) [1895] A. C. 56 {	200, 570, 765, 818
North Western of Uruguay Railway Co.:—Baring Bros. & Co. v. ..	C. A. [1893] 2 Q. B. 406 ..	674
Northage, In re. Ellis v. Barfield ..	[1891] W. N. 84 ..	144, 889
Northampton (Marquess of):—Salt v. ..	H. L. (E.) [1892] A. C. 1 ..	512
Northampton (Marquess of) v. Pollock ..	H. L. (E.) [1892] A. C. 1 ..	512
Northen:—Durham v. ..	[1895] P. 66 ..	702
Northern Heritable Securities Investment Co.:—Whyte v. ..	H. L. (S.) [1891] A. C. 608	760
Northern Transvaal Gold Mining Co., In re ..	C. A. [1895] 1 Ch. 3 ..	174
Northey Stone Co. v. Gidney ..	C. A. [1894] 1 Q. B. 99 ..	233
Northumberland (Duke of) v. Percy ..	[1893] 1 Ch. 298 ..	520
Norton, Ex parte. In re Brall ..	[1893] 2 Q. B. 381..	70
Norton, Ex parte. In re Mansel ..	C. A. [1892] W. N. 32 ..	68, 437
Norton v. Counties Conservative Permanent Benefit Building Society ..	C. A. [1895] 1 Q. B. 246 ..	92
Norton:—Munday v. ..	C. A. [1892] 1 Q. B. 403 ..	587, 656
Norwich (Bishop):—Boyer v. ..	[1892] P. 41; J. C. [1892] A. C. 417 ..	294
Norwich (Bishop):—O'Malley v. ..	[1892] P. 175 ..	299
Norwood (Overseers of) v. Salter ..	[1892] 2 Q. B. 118..	735, 737
Noton:—Evans v. In re Evans (No. 1) ..	C. A. [1893] 1 Ch. 252 ..	585, 590, 592
(No. 2) ..	[1893] W. N. 32 ..	591
Nottage, In re. Jones v. Palmer (No. 1) ..	C. A. [1895] 2 Ch. 649 ..	115, 988
(No. 2) ..	[1895] 2 Ch. 657 ..	986
Nott Bower:—Andrews v. ..	C. A. [1895] 1 Q. B. 888 ..	265
Nottingham Lunatic Hospital (Committee of):—Cawse v. ..	[1891] 1 Q. B. 585..	358
Nowell:—Lloyd v. ..	[1895] 2 Ch. 744 ..	857, 940, 949
Noyce, In re. Hilleary v. Noyce ..	[1892] 1 Q. B. 97; C. A. [1892] 1 Q. B. 642 ..	235
Noyes v. Paterson ..	[1894] 3 Ch. 267 ..	947
Nuthall, In re. Ford v. Nuthall ..	C. A. [1891] W. N. 55 ..	62
Nutley and Finn, In re ..	[1894] W. N. 64 ..	944
Nutt:—Bourke v. In re Pulborough (School Board Election for the Parish of) ..	C. A. [1894] 1 Q. B. 725 ..	51, 869
Nuttall v. Hargreaves ..	C. A. [1892] 1 Ch. 23 ..	565
Nuttall v. Whittaker. In re Hartley (No. 1) ..	[1891] 2 Ch. 121 ..	669
(No. 2) ..	[1892] W. N. 49 ..	653
Nutter v. Holland ..	C. A. [1894] 3 Ch. 408 ..	644
Nyberg v. Handelaar ..	C. A. [1892] 2 Q. B. 202 ..	918
Nystrom:—Cameron v. ..	J. C. [1893] A. C. 308 ..	485
O.		
Ocean Queen Steamship Co., In re ..	[1893] 2 Ch. 666 ..	152
O'Connor:—Graham v. ..	[1895] W. N. 157 (10) ..	163, 856
O'Connor:—"Star" Newspaper Co. v. ..	[1893] W. N. 114; C. A. [1893] W. N. 122 ..	208
Odd Rode (All of):—Egerton v. ..	[1894] P. 15 ..	297, 588
Oddy, In re ..	C. A. [1895] 1 Q. B. 392 ..	843

Name of Case.	Volume and Page.	Column of Digest.
Official Receiver, Ex parte. In re A Bankruptcy Notice	C. A. [1895] 1 Q. B. 609 ..	39
Official Receiver, Ex parte. In re Duncan	C. A. [1892] 1 Q. B. 879 ..	49, 53
Official Receiver, Ex parte. In re Flatau	C. A. [1893] 2 Q. B. 219 ..	63
Official Receiver, Ex parte. In re Hawkins	C. A. [1892] 1 Q. B. 890 ..	44, 50
Official Receiver, Ex parte. In re Lord Thurlow	C. A. [1895] 1 Q. B. 724 ..	43
Official Receiver, Ex parte. In re Miller	C. A. [1893] 1 Q. B. 327 ..	57, 336
Ogilvy :—Indigo Co. v.	C. A. [1891] 2 Ch. 31 ..	639, 662
O'Hara, Matthews & Co. v. Elliott & Co.	[1893] 1 Q. B. 362 ..	597
Ohlson's Case. Reg. v. Commissioners of Inland Revenue	[1891] 1 Q. B. 485 ..	566
Oldham Assessment Committee, &c.:—Hoyle & Jackson v.	C. A. [1894] 2 Q. B. 372 ..	730
Oldman :—Tanner v.	[1895] W. N. 139 (7) ..	449
Oldrey v. Union Works	[1895] W. N. 77 ..	130, 133, 635
Oliver v. Horsham Local Board	C. A. [1894] 1 Q. B. 332 ..	222, 354, 861
Oliver v. Oliver	[1892] W. N. 84 ..	277
Oliver :—Pittard v.	C. A. [1891] 1 Q. B. 474 ..	268
Oliver v. Robbins	[1894] W. N. 199 ..	603
O'Malley v. Bishop of Norwich	[1892] P. 175 ..	299
Omnium Investment Co., In re	[1895] 2 Ch. 127 ..	147, 152, 614
O'Neil v. Armstrong, Mitchell & Co.	[1895] 2 Q. B. 70; C. A. [1895] 2 Q. B. 418 ..	826
Onslow v. Commissioners of Inland Revenue	[1891] 1 Q. B. 239 ..	860
Ontario, Attorney-General for v. Attorney-General for Dominion of Canada	J. C. [1894] A. C. 189 ..	100, 122
Onward Building Society, In re (No. 1)	C. A. [1891] 2 Q. B. 463 ..	163
(No. 2)	[1893] 1 Q. B. 16 ..	844
Onward Building Society v. Smithson	C. A. [1893] 1 Ch. 1 ..	306
Ooregum Gold Mining Co. of India v. Roper. Wallroth v. Roper	H. L. (E.) [1892] A. C. 125 ..	158
Opera, Ltd., In re	[1891] 2 Ch. 154; C. A. [1891] 3 Ch. 260 ..	129, 133, 180
Oppenheim v. Schweder. In re Schweder (No. 1)	[1891] 3 Ch. 44 ..	986
(No. 2)	[1893] W. N. 12 ..	971
Oppenheim & Co. v. Sheffield	C. A. [1893] 1 Q. B. 5 ..	611
Orford, In re. Cartwright v. Del Balzo	[1895] W. N. 155 (1) ..	256
"Oriente," The	[1894] P. 271; C. A. [1895] P. 49 ..	825
Oriental Steamship Co., Ltd. v. Tylor	C. A. [1893] 2 Q. B. 518 ..	815
Oriental Telephone Co., In re	[1891] W. N. 153 ..	148
"Orion," The	[1891] P. 307 ..	822
Ormerod :—Paton v.	[1892] P. 247 ..	700, 702
Ormerod :—Paton v. In re Bagot	C. A. [1893] 3 Ch. 348 ..	987
Ormerod's Case. In re Harvey's Oyster Co.	[1894] 2 Ch. 474 ..	170
Ormerod's Settled Estates, In re	[1892] 3 Ch. 318 ..	773, 776
Ormskirk Union Assessment Committee :—Southport Corporation v.	[1893] 2 Q. B. 468; C. A. [1894] 1 Q. B. 196 ..	733
Orpen v. Marshall	J. C. [1895] A. C. 606 ..	107, 151
Orr v. Mitchell	H. L. (S.) [1893] A. C. 238 ..	761
Orwell Park Estate, In re	[1894] W. N. 135 ..	776
O'Shea v. Wood	[1891] P. 237; C. A. [1891] P. 286 ..	701
O'Shea's Settlement, In re. Courage v. O'Shea	C. A. [1895] 1 Ch. 825 ..	47, 55
Ostigny :—Forget v.	J. C. [1895] A. C. 318 ..	104, 341, 407, 869

Name of Case.	Volume and Page.	Column of Digest.
O'Sullivan v. Thomas	[1895] 1 Q. B. 698 ..	341
Otto, Ex parte. Reg. v. Lushington ..	[1894] 1 Q. B. 420 ..	246, 317
"Otto," The (Owners of) v. The "Thorsa" (Owners of). The "Otto"	H. L. (S.) [1894] A. C. 116	822
Ottos Kopje Diamond Mines, In re	[1893] 1 Ch. 618 ..	162, 253
Otway, In re. Ex parte Otway	[1895] 1 Q. B. 812 ..	62
Otway v. Otway. In re Loftus-Otway	[1895] 2 Ch. 235 ..	61, 980
Outram :—Hawksley v.	C. A. [1892] 3 Ch. 359 ..	558, 856
Overell :—Tidd v. In re Tidd	[1893] 3 Ch. 154 ..	32, 437
Overend :—Gale v.	[1891] 1 Q. B. 269 ..	549
Owen, In re	[1894] 3 Ch. 220 ..	440
Owen :—Hoare v. In re Hoare	[1892] 3 Ch. 94 ..	514, 650
Owen :—Lewis v.	[1894] 1 Q. B. 102 ..	230
Owen v. Richmond	[1895] W. N. 29 ..	429, 927
Owen & Co. v. Cronk	C. A. [1895] 1 Q. B. 265 ..	683
Owens :—Evans v.	[1895] 1 Q. B. 237 ..	325
Owthwaite, In re. Owthwaite v. Taylor	[1891] 3 Ch. 494 ..	933, 934
Oxford (Corporation) v. Crow	[1893] 3 Ch. 535 ..	221
Oxfordshire (Justices) :—Reg. v.	[1893] 2 Q. B. 149 ..	772, 878
Oxfordshire County Court (Judge) :—Reg. v. ..	[1894] 2 Q. B. 440 ..	236
P.		
"P. Caland" The. Owners of the "P. Caland" v. Glamorgan Steamship Co.	C. A. [1892] P. 191; H. L. (E.) [1893] A. C. 207 ..	357, 821
Pack v. Darby	[1895] W. N. 123 (6) ..	17, 520
Paddington (Vestry) :—Florence v.	[1895] W. N. 143 (9) ..	451
Paddington (Vestry) v. North Metropolitan Railway and Canal Co.	[1894] 1 Q. B. 633 ..	456
Pagani, In re. In re Pagani's Trust	C. A. [1892] 1 Ch. 236 ..	461
Page, In re. Jones v. Morgan	[1893] 1 Ch. 304 ..	924, 926
Page v. International Agency and Industrial Trust ..	[1893] W. N. 32 ..	136
Page v. Midland Railway Co.	C. A. [1894] 1 Ch. 11 ..	949
Page and Owners of SS. "Jane" :—Owners of SS. "Pleiades" v.	J. C. [1891] A. C. 259 ..	800
Paget (Trustee in Bankruptcy), Ex parte. In re Semenza	C. A. [1894] 1 Q. B. 15 ..	56
Paine, In re. Ex parte Paine	C. A. [1891] W. N. 208 ..	65
Paine v. Chisholm	C. A. [1891] 1 Q. B. 531 ..	583, 600
Paine :—Westmore v.	[1891] 1 Q. B. 482 ..	876
Paine & Co.'s Trade-marks, In re. Paine & Co. v. Daniell & Son's Breweries	C. A. [1893] 2 Ch. 567 ..	904, 906
Painter, Ex parte. In re Painter	[1895] 1 Q. B. 85 ..	43, 56
Painton :—Tyrrell v. (No. 1)	C. A. [1894] P. 151 ..	704
(No. 2)	C. A. [1895] 1 Q. B. 202 ..	651
Palace Theatre :—Simpson v.	[1893] W. N. 91 ..	190
Palgrave Gold Mining Co. v. McMillan	J. C. [1892] A. C. 460 ..	102
Palk, In re. Drake, In re. Chamberlain v. Drake ..	[1892] W. N. 112 ..	925
Pallister, Ex parte. In re Holloway (A Solicitor) ..	C. A. [1894] 2 Q. B. 163 ..	634, 635, 636
Palmer, In re. Palmer v. Answorth	C. A. [1893] 3 Ch. 369 ..	976, 991
Palmer v. Bramley	C. A. [1895] 2 Q. B. 405 ..	74, 417
Palmer v. Caledonian Railway Co.	[1892] 1 Q. B. 607; C. A. [1892] 1 Q. B. 823 ..	663, 720, 766
Palmer v. Day & Sons	[1895] 2 Q. B. 618 ..	66
Palmer :—Great Northern Railway v.	[1895] 1 Q. B. 862 ..	721
Palmer :—Jobson v.	[1893] 1 Ch. 71 ..	929, 931
Palmer :—Jones v. In re Nottage (No. 1)	C. A. [1895] 2 Ch. 649 ..	115

TABLE OF CASES IN THE DIGEST.

xvii

Name of Case.	Volume and Page.	Column of Digest.
Palmer:—Jones v. In re Nottage (No. 2)	C. A. [1895] 2 Ch. 657 ..	986
Palmer v. Palmer	[1892] 1 Q. B. 319 ..	637
Palmer:—Thompson v.	C. A. [1893] 2 Q. B. 80 ..	666
Palmer v. Wade	[1894] 1 Q. B. 268 ..	547
Palmer:—Wade v.	[1894] 1 Q. B. 268 ..	547
Palmer v. Wick and Pulteneytown Steam Shipping Co.	H. L. (S.) [1894] A. C. 318	763
Papé v. Westacott	C. A. [1894] 1 Q. B. 272 ..	108, 118 684
Parapano v. Happaz	P. C. [1894] A. C. 165 ..	106, 254
Parbury's Case. In re Building Estates Brickfields Co.	[1895] W. N. 142 (2) ..	168, 305
Park:—Wignall v. In re Parker	[1891] 1 Ch. 682 ..	117
Parker, In re. Morgan v. Hill	C. A. [1894] 3 Ch. 400 ..	687
Parker, In re. Wignall v. Park	[1891] 1 Ch. 682 ..	117
Parker:—Daykin v.	[1894] 2 Q. B. 273; C. A. [1894] 2 Q. B. 556 ..	397
Parker's Trusts, In re	[1894] 1 Ch. 707 ..	310, 922
Parkin, In re. Hill v. Schwarz	[1892] 3 Ch. 510 ..	578
Parkinson v. Crawshay	[1894] W. N. 85 ..	613
Parkinson:—Royal Aquarium v.	C. A. [1892] 1 Q. B. 431 ..	226, 227, 266
Parkinson v. Wainwright & Co.	[1895] W. N. 63 ..	131
Parks:—Seagrove v.	[1891] 1 Q. B. 551 ..	667
Parnell (formerly O'Shea) v. Wood. In re Wood	C. A. [1892] P. 137 ..	606
Parr:—Ecclesiastical Commissioners v.	C. A. [1894] 2 Q. B. 420 ..	212, 441
Parr:—Gold Ores Reduction Co. v.	[1892] 2 Q. B. 14 ..	679, 680
Parrott, In re. Ex parte Cullen	[1891] 2 Q. B. 151 ..	60
Parry:—Bangor (Bishop) v.	[1891] 2 Q. B. 277 ..	112
Parry:—Barry and Cadoxton Local Board v.	[1895] 2 Q. B. 110 ..	872
Parsons, In re. Ex parte Furber	C. A. [1893] 2 Q. B. 122 ..	79
Parsons:—Fordom v.	[1894] 2 Q. B. 780 ..	792
Partridge v. Partridge	[1894] 1 Ch. 351 ..	975
Patent Agents (Institute of) v. Lockwood	H. L. (S.) [1894] A. C. 347 ..	560, 863, 866
Paterson:—Noyes v.	[1894] 3 Ch. 267 ..	947
Paterson:—Reg. v.	[1895] 1 Q. B. 31 ..	235, 899
Paton v. Ormerod	[1892] P. 247 ..	700, 702
Paton v. Ormerod. In re Bagot	C. A. [1893] 3 Ch. 348 ..	987
Patrick, In re. Bills v. Tatham	[1891] 1 Ch. 82 ..	790
Patten v. West of England Iron, Timber, and Charcoal Co.	[1894] 2 Q. B. 159 ..	597
Patteshall:—Blakeway v.	[1894] 1 Q. B. 247 ..	230, 640
Paxton v. Baird	[1893] 1 Q. B. 139 ..	590, 677
Payne v. Stamford. In re Earl of Stamford	[1895] W. N. 157 (12) ..	920
Payne v. Wilson	[1895] 1 Q. B. 653; C. A. [1895] 2 Q. B. 537 ..	319, 320
Payne v. Wright	[1892] 1 Q. B. 104 ..	450
Payne-Collier v. Vyse. In re Lawrenson	C. A. [1891] W. N. 28 ..	991
Peace v. Brookes	[1895] 2 Q. B. 451 ..	81, 83
Peachey:—Moore v.	[1891] 2 Q. B. 707 ..	605
Peacock v. Frigout. In re Abbot	[1893] 1 Ch. 54 ..	580, 989
Peacock v. Lucas. In re Whitehead	[1894] 1 Ch. 678 ..	981
Peacock:—New Zealand Gold Extraction Co. (Newberry-Vautin Process), Ltd. v.	C. A. [1894] 1 Q. B. 622 ..	127, 160, 164
Peake's Settled Estates, In re (No. 1)	[1893] 3 Ch. 430 ..	773, 774
(No. 2)	[1894] 3 Ch. 520 ..	774
Pearce:—Lock v.	[1892] 2 Ch. 328; C. A. [1893] 2 Ch. 271 ..	425, 635

Name of Case.	Volume and Page.	Column of Digest.
Pearce :—London (County Council) v.	[1892] 2 Q. R. 109 ..	451
Pearce's Dining and Refreshment Rooms :—Moore v. ..	[1895] 2 Q. B. 657 ..	10
Pearl Life Assurance Co. v. Buttenshaw	[1893] W. N. 123 ..	856, 950
Pearsall :—Clements v. In re Clements	[1894] 1 Ch. 665 ..	376, 982
Pearson, In re. Ex parte Pearson	C. A. [1892] 2 Q. B. 263 ..	41
Pearson :—Barclay v.	[1893] 2 Ch. 154 ..	461
Pearson :—Hastings v.	[1893] 1 Q. B. 62 ..	319
Pearson v. Holborn Union (Assessment Committee) ..	[1893] 1 Q. B. 389 ..	731, 956
Pearson :—Pearson-Gee v. In re Gee	[1895] W. N. 90 ..	782, 933
Pearson-Gee v. Pearson. In re Gee	[1895] W. N. 90 ..	782, 933
Peart :—Heap v.	[1891] 1 Q. B. 110 ..	231
Pease v. Middlesborough (Town Clerk)	[1893] 1 Q. B. 127 ..	549
Peck and London (School Board), In re	[1893] 2 Ch. 315 ..	946
Peck :—Scholey v.	[1893] 1 Ch. 709 ..	849
Peck v. Snyder Dynamite Projectile Co. In re } Snyder Dynamite Projectile Co.	[1893] W. N. 37 ..	171
Peck v. Ray	C. A. [1894] 3 Ch. 282 ..	610
Peel :—Wilkinson v.	[1895] 1 Q. B. 516 ..	417
Peever :—Hebblethwaite v.	[1892] 1 Q. B. 124 ..	440, 658
Pegge v. Neath and District Tramways Co. ..	[1895] 2 Ch. 508 ..	914
Pélicier Frères :—Haggard v.	[1892] A. C. 61 ..	328, 404, 616
Pelling :—Gedye v.	[1892] W. N. 44 ..	615
Pelton Brothers v. Harrison (No. 1)	C. A. [1891] 2 Q. B. 422 ..	477, 482
— (No. 2)	C. A. [1892] 1 Q. B. 118 ..	480, 601
Pemsel :—Commissioners for Special Purposes of In- } come Tax v.	H. L. (E.) [1891] A. C. 531 ..	365
Pendarves v. Monro	[1892] 1 Ch. 611 ..	433
Pendlebury, St. John (Vicar, &c. of) v. St. John, } Pendlebury (Parishioners)	[1895] P. 178 ..	297
Penfield v. Macmurdo. In re Macmurdo	[1892] W. N. 73 ..	161, 312
Penfold :—Moody v. In re Lashmar	C. A. [1891] 1 Ch. 258 ..	738, 934
Peninsular and Oriental Steam Navigation Co. :— } Imperial Japanese Government v.	J. C. [1895] A. C. 644 ..	328
Peninsular and Oriental Steam Navigation Co. :— } Tsune Kijima v.	J. C. [1895] A. C. 661 ..	329, 628
Penley :—Barber v.	[1893] 2 Ch. 447 ..	531, 533
Penn v. Alexander	[1893] 1 Q. B. 522 ..	397
Pepe v. City and Suburban Permanent Building } Society	[1893] 2 Ch. 311 ..	95
Percy :—Northumberland (Duke of) v.	[1893] 1 Ch. 298 ..	320
Percy Supper Club :—Bowyer v.	[1893] 2 Q. B. 154 ..	398
Perez, Triana & Co. :—Western National Bank of } City of New York v.	[1891] 1 Q. B. 304 ..	662, 663
Perkins, In re. Perkins v. Bagot	[1893] 1 Ch. 283 ..	578
Perkins v. Bell	C. A. [1893] 1 Q. B. 193 ..	345
Perls v. Saalfeld	C. A. [1892] 2 Ch. 149 ..	747
Perpetual Trustee Co. :—Trew v.	J. C. [1895] A. C. 264 ..	527, 991
Perrett, Ex parte. In re Frape (No. 1)	C. A. [1893] 2 Ch. 284 ..	843
— (No. 2)	[1894] 2 Ch. 290 ..	842
Perry v. Eames	[1891] 1 Ch. 658 ..	53, 249, 434, 444
Perryman :—Bonnard v.	C. A. [1891] 2 Ch. 269 ..	264, 621
Perryman :—Plumbly v.	[1891] W. N. 64 ..	264, 621
Persian Investment Corporation v. Prince Malcolm } Khan	[1893] W. N. 49 ..	128
Peruvian Guano Co., In re. Ex parte Kemp	[1894] 3 Ch. 690 ..	143, 145
Peruvian Guano Co. v. Dreyfus Brothers & Co. ..	H. L. (E.) [1892] A. C. 166 ..	626

TABLE OF CASES IN THE DIGEST.

xcix

Name of Case.	Volume and Page.	Column of Digest.
Pestor:—Devenish v. In re Lowman	C. A. [1895] 2 Ch. 348 ..	204, 894, 989, 994
Peters v. Rancherean. In re Deneker	[1895] W. N. 28	986
Peters:—Greenock (Provost, &c.) v.	H. L. (S.) [1893] A. C. 258 ..	760
Peters:—Potter v.	[1895] W. N. 37	333, 612
Petersen v. Freebody & Co.	[1895] 2 Q. B. 294	809
Petre v. Ferrers	[1891] W. N. 171	338
Petre:—Pryor v.	C. A. [1894] 2 Ch. 11 ..	352
"Petrel," The	[1893] P. 320	485, 825, 828
Peyton:—Coles v. In re Sir J. J. Ennis	C. A. [1893] 3 Ch. 238 ..	686
Pharmaceutical Society v. Armson	C. A. [1894] 2 Q. B. 720 ..	570, 571
Pharmaceutical Society v. Delve	[1894] 1 Q. B. 71	571
Pharmaceutical Society v. Piper	[1893] 1 Q. B. 686	570, 571
Phelps, James & Co. v. Hill	C. A. [1891] 1 Q. B. 605 ..	812
Phillips:—Bromilow v.	[1891] W. N. 209	203, 362
Phillips:—Halliday v.	H. L. [1891] A. C. 228 ..	300
Phillips:—Harris v.	[1891] 1 Q. B. 267	548
Phillips v. Homfray	C. A. [1892] 1 Ch. 465 ..	392, 498
Phillips:—Kutner v.	[1891] 2 Q. B. 267	233, 443
Phillips v. Low	[1892] 1 Ch. 47	433, 993
Phillips:—Pice v.	[1894] W. N. 213	441
Phillips:—Pyne v.	[1895] W. N. 8	551, 785
Phillips:—Sale v.	[1894] 1 Q. B. 349	323
Phillips' Trade-mark, In re	[1891] 3 Ch. 139	903, 908
Phipps v. London and North Western Railway Co. ..	C. A. [1892] 2 Q. B. 229 ..	729
Phythian v. Baxendale	[1895] 1 Q. B. 768	351
Pickard & Currey v. Prescott	H. L. (S.) [1892] A. C. 263 ..	563
Pickard, In re. Elmsley v. Mitchell	[1894] 2 Ch. 88; C. A. [1894] 3 Ch. 704 ..	117
Pickles:—Bradford (Corporation) v.	[1894] 3 Ch. 53; C. A. [1895] 1 Ch. 145; H. L. (E.) [1895] A. C. 587 ..	4, 460, 621, 712, 767, 960, 968
Pictou (Municipality) v. Geldert	J. C. [1893] A. C. 524 ..	102, 222, 354, 861
Piddocke v. Burt	[1894] 1 Ch. 343	362, 557
Piercy, In re. Whitwham v. Piercy	[1895] 1 Ch. 83	6, 310, 329
Pigott v. Pigott	[1893] W. N. 115	962
Pike v. Cave	[1893] W. N. 91	475, 662
Pilbrow v. St. Leonard, Shoreditch (Vestry) ..	[1895] 1 Q. B. 33; C. A. [1895] 1 Q. B. 433 ..	452
"Pilgrim," The	[1895] P. 117	828
Pillers v. Edwards	C. A. [1894] W. N. 212 ..	480
Pinfold, In re. Ex parte Pinfold	[1892] 1 Q. B. 73	42
Pinhorne, In re. Moreton v. Hughes	[1894] 2 Ch. 276	984
Pini v. Roneoroni	[1892] 1 Ch. 633	26, 554
Pinkney & Sons Steamship Co., In re	[1892] 3 Ch. 125	153, 155
Pinkney & Sons Steamship Co.:—Hedley v. ..	[1892] 1 Q. B. 58; H. L. (E.) [1894] A. C. 222 ..	825
Pioneers of Mashonaland Syndicate, In re ..	[1893] 1 Ch. 731	159, 185
Piper:—Pharmaceutical Society v.	[1893] 1 Q. B. 686	570, 571
Pirie (Alexander) & Sons, Ltd. v. Goodall ..	C. A. [1892] 1 Ch. 35 ..	906
Pitcairn, In re. Brundreth v. Colvin	[1895] W. N. 139 (11) ..	892
Pitchey:—Mohideen Hadjar v.	J. C. [1893] A. C. 193 ..	407
Pitchey:—Mohammidu Mohideen Hadjar v. ..	J. C. [1894] A. C. 437 ..	109, 312
Pitman v. Holborrow. In re Mabbett	[1891] 1 Ch. 707	18

Name of Case.	Volume and Page.	Column of Digest.
Pitman v. Pitman. In re Bird	[1892] 1 Ch. 279	210
Pittard :—Oliver v.	C. A. [1891] 1 Q. B. 474	268
Pitts, Son, & King :—Thames and Mersey Marine Insurance Co. v.	[1893] 1 Q. B. 476	388
Plant v. Potts	C. A. [1891] 1 Q. B. 256	540
Plant :—Roberts v.	C. A. [1895] 1 Q. B. 597	678
Pledge v. Carr	[1894] 2 Ch. 328; C. A. [1895] 1 Ch. 51	502
“Pleiades,” SS. (Owners of) v. Page and Owners of SS. “Jane”	J. C. [1891] A. C. 259	800
Plenderleith, In re	C. A. [1893] 3 Ch. 332	465, 594
Pletts v. Campbell	[1895] 2 Q. B. 229	398
Plomley v. Richardson and Wrench, Ltd.	J. C. [1894] A. C. 632	526
Plomley v. Shepherd	J. C. [1891] A. C. 244	526
Plumb :—Bond v.	[1894] 1 Q. B. 169	389
Plumbly v. Perryman	[1891] W. N. 64	264, 621
Plumstead (District Board of Works) v. Ecclesiastical Commissioners	[1891] 2 Q. B. 361	119, 456
Plumstead Burial Ground, In re	[1895] P. 225	296
Plunkett v. Simeon. In re Dutton	[1893] W. N. 65	974
Pockett :—Linfoot v.	C. A. [1895] 2 Ch. 835	82, 83
Pogose :—Mackintosh v.	[1895] 1 Ch. 505	70, 789
Poisons, In re. Sutton v. Martin	[1891] W. N. 139	590, 635
Pole v. Bright	[1892] 1 Q. B. 603	230
Pollard v. Harragin	J. C. [1891] A. C. 450	916
Pollard v. Pollard	[1894] P. 172	288
Pollitt, In re. Ex parte Minor	[1893] 1 Q. B. 175; C. A. [1893] 1 Q. B. 455	48, 837
Pollock :—Marquess of Northampton v.	H. L. (E.) [1892] A. C. 1	512
Pomeranian, The	[1895] P. 349	389
Ponsford and Newport District School Board, In re	C. A. [1894] 1 Ch. 454	96
Ponsonby, In the Goods of	[1895] P. 287	697
Ponting v. Noakes	[1894] 2 Q. B. 281	530, 534
Pontypool (Justices) :—Reg. v.	C. A. [1892] 1 Q. B. 621	395, 875
Poor Lands Charity, Bethnal Green, In re	[1891] 3 Ch. 400	111
Porrett, In re	C. A. [1891] 2 Ch. 433	611, 838
Porritt :—Aplin v.	[1893] 2 Q. B. 57	240
Port Glasgow and Newark Sailcloth Co. v. Caledonian Railway Co.	H. L. (S.) [1893] W. N. 29	721
Port Talbot Co. :—Owners of “Apollo” v. “The Apollo”	H. L. (E.) [1891] A. C. 493	824
Porter, In re. Coulson v. Capper	[1892] 3 Ch. 481	980
Porter, Robert & Co., Ltd. In re	[1895] W. N. 102	908
Portingell, Ex parte	C. A. [1892] 1 Q. B. 15	396
Portsea Island Building Society, In re	[1893] 3 Ch. 205	177, 233, 237
Portsea Island Building Society v. Barclay	[1894] 3 Ch. 86; C. A. [1895] 2 Ch. 298	94
Portsmouth (Justices) :—Reg. v.	[1892] 1 Q. B. 491	881, 939
Portsmouth, Borough of (Kingston, Fratton, and Southsea) Tramways Co., In re	[1892] 2 Ch. 362	185
Portuguese Consolidated Copper Mines, In re. Ex parte Lord Inchiquin	C. A. [1891] 3 Ch. 28	140
Postage Stamp Automatic Delivery Co., In re	C. A. [1892] 3 Ch. 566	140
Postle :—Mack v.	[1894] 2 Ch. 449	671
Potter v. Peters	[1895] W. N. 37	333, 612
Potts, In re. Ex parte Taylor	C. A. [1893] 1 Q. B. 648	66, 653, 655
Potts :—Plant v.	C. A. [1891] 1 Q. B. 256	546

TABLE OF CASES IN THE DIGEST.

oi

Name of Case.	Volume and Page.	Column of Digest.
Potts:—Roberts v. In re Tithe Act, 1891 ..	[1893] 2 Q. B. 33; C. A. ..	736, 862,
Poulett (Earl):—Earl of Aylesford v. (No. 1) ..	[1894] 1 Q. B. 213 ..	864, 899
.. (No. 2) ..	C. A. [1891] 1 Ch. 248 ..	502, 845
Poulett (Earl):—Somerset v. In re Somerset ..	[1892] 2 Ch. 60 ..	203, 363,
Poulett (Earl) v. Hill (Viscount) ..	..	545, 924
Pounder v. North Eastern Railway Co. ..	C. A. [1894] 1 Ch. 231 ..	928
Powell, In re. Ex parte Powell ..	C. A. [1893] 1 Ch. 277 ..	504, 678
Powell v. Birmingham Vinegar Brewery Co. (No. 1) ..	[1892] 1 Q. B. 385 ..	721
.. (No. 2) ..	[1891] 2 Q. B. 324 ..	41
Powell v. London and Provincial Bank ..	H. L. (E.) [1894] A. C. 8 ..	907, 908
..	C. A. [1894] 3 Ch. 449 ..	910
..	[1893] 1 Ch. 610; C. A. ..	161
..	[1893] 2 Ch. 555 ..	..
Powell:—Reg. v. ..	[1891] 1 Q. B. 718; C. A. ..	394
..	[1891] 2 Q. B. 693 ..	..
Powell:—Stanley v. ..	[1891] 1 Q. B. 86 ..	915
Powell v. Thomas ..	[1891] 1 Q. B. 97 ..	231
Powell:—Williams v. ..	[1894] W. N. 141 ..	604
Powell's Trade-mark, In re ..	C. A. [1893] 2 Ch. 388; ..	907, 908
..	H. L. (E.) [1894] A. C. 8 ..	..
Powell (W.) & Sons, In re ..	[1892] W. N. 94 ..	185
Power:—Tooth v. ..	J. C. [1891] A. C. 284 ..	524
Pownall v. Pryor. In re Hake ..	[1895] W. N. 116 (11) ..	642
Pownall:—Reg. v. ..	[1893] 2 Q. B. 158 ..	395
Poynter (John), Son & Macdonalds:—North Western Bank v. ..	H. L. (S.) [1895] A. C. 56 ..	200, 570,
..	..	765, 818
Pratt, In re. Pratt v. Pratt ..	[1894] 1 Ch. 491 ..	985
Pratt v. North British and Mercantile Insurance Co. ..	[1894] 3 Ch. 228 ..	665, 668
Pratt v. Willis ..	[1895] W. N. 9 ..	615
Prebble and Robinson, In re ..	[1892] 2 Q. B. 602 ..	24
Prentis:—Flegg v. ..	[1892] 2 Ch. 428 ..	405
Prescot Urban District Council:—British Insulated Wire Co. v. ..	C. A. [1895] 2 Q. B. 463; ..	274
..	C. A. [1895] 2 Q. B. 538 ..	..
Prescott:—Pickard and Currey v. ..	H. L. (S.) [1892] A. C. 263 ..	563
Prescott, Dimsdale, Cave, Tugwell & Co., Ltd. v. Bank of England ..	C. A. [1894] 1 Q. B. 351 ..	37
Preservation Syndicate, In re ..	[1895] 2 Ch. 768 ..	169
Press:—Bowes & Partners, Ltd. v. ..	C. A. [1894] 1 Q. B. 202 ..	483
Press Association, Ltd.:—Kimber v. ..	C. A. [1893] 1 Q. B. 65 ..	265
Preston Banking Co. v. Allsup & Sons ..	C. A. [1895] 1 Ch. 141 ..	658, 674
Price, In re ..	[1894] W. N. 169 ..	923
Price:—Carrier v. In re Amos ..	[1891] 3 Ch. 159 ..	911, 997
Price v. James ..	C. A. [1892] 2 Q. B. 428 ..	396
Price:—Martin v. ..	C. A. [1894] 1 Ch. 276 ..	433, 624
Price v. Phillips ..	[1894] W. N. 213 ..	441
Price & Co.:—Gilroy, Sons & Co. v. ..	H. L. (S.) [1893] A. C. 56 ..	815
Pride, In re. Shackell v. Colnett ..	[1891] 2 Ch. 135 ..	512
Priestley v. Griffiths. In re Greenwood ..	C. A. [1892] W. N. 20 ..	975
"Primula." The ..	[1894] P. 128 ..	816
"Primula" (Owners, &c.):—"Utopia" (Owners of the SS.) v. "The Utopia" ..	J. C. [1893] A. C. 492 ..	822, 825
Prince & Co.:—Seligman v. ..	[1895] 2 Ch. 617 ..	184
Printing Telegraph and Construction Co. of the Agence Havas, In re. Ex parte Cammell ..	[1894] 1 Ch. 528; C. A. ..	142
..	[1894] 2 Ch. 392 ..	..
Printing Telegraph and Construction Co. of the Agence Havas v. Drucker ..	C. A. [1894] 2 Q. B. 801 ..	612
Pritchard:—Rowland v. ..	[1893] W. N. 34 ..	547
Pritchard, Offor & Co., In re ..	[1893] W. N. 153 ..	197
Procter, In re ..	[1891] 2 Q. B. 433 ..	51

TABLE OF CASES IN THE DIGEST.

Name of Case.	Volume and Page.	Column of Digest.
Procter v. Cheshire (County Council)	[1891] W. N. 24	639
Progress Printing and Publishing Co. :—Chilton v. ..	C. A. [1895] 2 Ch. 29	219
Protheroe v. Tottenham and Forest Gate Railway Co.	C. A. [1891] 3 Ch. 278	723
Provident Clerks Mutual Life Assurance v. Lewis ..	[1892] W. N. 164	514
Provincial Assets Co. :—England v. In re Croom ..	[1891] 1 Ch. 695	65
Pryor v. Petre	C. A. [1894] 2 Ch. 11	352
Pryor :—Pownall v. In re Hake	[1895] W. N. 116 (11)	642
Pudney v. Eccles	[1893] 1 Q. B. 52	309, 339
Pugsley v. Ropkins	C. A. [1892] 2 Q. B. 184	229
Pulborough (School Board Election for the Parish of,) } In re. Bourke v. Nutt	C. A. [1894] 1 Q. B. 725	51, 865
Pulbrook, Ex parte	[1892] 1 Q. B. 86	263, 589
Pullen v. Isaacs	[1895] W. N. 90	646
Pullin v. Reffell	[1891] W. N. 39	355, 364, 964
Pullman v. Hill & Co.	C. A. [1891] 1 Q. B. 524	267
Pulsford :—Hammond v.	[1895] 1 Q. B. 223	834
Pumpherson Oil Co., Ltd. :—Holmes Oil Co., Ltd. v.	H. L. (S.) [1891] W. N. 142	22, 759
Purdum :—Birkett v.	H. L. (S.) [1895] A. C. 371	763
Pursell and Deakin's Contract, In re	[1893] W. N. 152	421
Putney (Overseers) v. London and South Western } Railway Co.	[1891] 1 Q. B. 182; C. A. } [1891] 1 Q. B. 440	784
Pyle, In re. Pyle v. Pyle	[1895] 1 Ch. 724	977
Pyle Works, In re	[1891] 1 Ch. 173	127
Pyman, Bell & Co. :—Smith, Hill & Co. v.	[1891] 1 Q. B. 42; C. A. } [1891] 1 Q. B. 742	815
Pyne v. Phillips	[1895] W. N. 8	551, 785
Pyper :—Gordon v.	H. L. (S.) [1892] W. N. 169	485, 765
Q.		
Quarm v. Quarm	[1892] 1 Q. B. 184	204, 976
Quartermaine's Claim. In re London, Windsor and } Greenwich Hotels Co.	[1892] 1 Ch. 639	190
Quatrefages :—Chichester v.	[1895] P. 186	708, 992
Quebec Bank :—Bryant, Powis & Bryant, Ltd. v. ..	J. C. [1893] A. C. 170	74, 682
Quebrada Railway, Land and Copper Co. :—Williams } v.	[1895] 2 Ch. 751	608
Queen's Club :—Wilson v.	[1891] 3 Ch. 522	91, 428, 501
Queensland Land and Coal Co., In re. Davis v. } Martin	[1894] 3 Ch. 181	136
Queensland Mercantile and Agency Co., In re. Ex } parte Australasian Investment Co. Ex parte } Union Bank of Australia (No. 1)	[1891] 1 Ch. 536; C. A. } [1892] 1 Ch. 219	99
(No. 2)	[1891] W. N. 132	194
Queensland National Bank, In re	[1893] W. N. 128	193
R.		
Rabbeth v. Donaldson. In re Abdy (No. 1)	C. A. [1895] W. N. 12	586
(No. 2)	C. A. [1895] 1 Ch. 455	18, 262, 286
Rackham :—Witherby v.	[1891] W. N. 57	474
Radam's (William) Microbe Killer Co. v. Leather ..	C. A. [1892] 1 Q. B. 85	587, 626, 632

Name of Case.	Volume and Page.	Column of Digest.]
Radcliffe, In re. Radcliffe v. Bewes	[1891] 2 Ch. 662; C. A. [1892] 1 Ch. 227 ..	491, 580
Radcliffe v. Bartholomew	[1892] 1 Q. B. 161 ..	863, 878
Radcliffe:—Halifax and Huddersfield Union Banking Co. v.	[1895] W. N. 63 ..	130, 131
Radcliffe:—Vipont v. In re Thorpe	[1891] 2 Ch. 360 ..	7, 840
Railford:—Waynes Merthyr Co. v.	[1895] W. N. 150 (4) ..	605, 637
Radford & Co.:—Clink v.	C. A. [1891] 1 Q. B. 625 ..	807
Raggett:—Hornsby v.	[1892] 1 Q. B. 20 ..	840
Railway Time Tables Publishing Co., In re. Ex parte Welton	O. A. [1895] 1 Ch. 255 ..	159, 165, 170
Raleigh:—Vine v. (No. 1)	O. A. [1891] 2 Ch. 13 ..	918, 970
— (No. 2)	[1895] W. N. 150 (7) ..	785
Raleigh (Corporation) v. Williams	J. C. [1898] A. C. 540 ..	103
Ramsay v. Gilchrist	J. C. [1892] A. C. 412 ..	116, 335
Ramsay v. Margrett	O. A. [1894] 2 Q. B. 18 ..	79, 477, 586, 739
Ramsey v. Cruddas	C. A. [1893] 1 Q. B. 228 ..	125, 213
Ramuz:—Clarke v.	O. A. [1891] 2 Q. B. 456 ..	945
Randwick (Borough Council) v. Australian Cities Investment Corporation, Limited	J. C. [1893] A. C. 322 ..	407, 525
Raper:—National Permanent Mutual Benefit Building Society v.	[1892] 1 Ch. 54 ..	507
Raphael:—Cockburn v.	[1891] W. N. 14 ..	116
Rapier v. London Tramways Co.	C. A. [1893] 2 Ch. 588 ..	533, 914
Rapley v. Smart	[1894] W. N. 2 ..	747
Rassam v. Budge	[1893] 1 Q. B. 571 ..	648
Ratcliffe v. Evans	C. A. [1892] 2 Q. B. 524 ..	267
Rathmines and Rathgar Improvement Commissioners:—Herron v.	H. L. (I.) [1892] A. C. 498 ..	863, 960
Ratley:—Kilpin v.	[1892] 1 Q. B. 582 ..	344
Ravenscroft:—Lumley v.	C. A. [1895] 1 Q. B. 683 ..	618, 855
Rawlins:—Scale v.	H. L. (E.) [1892] A. C. 342 ..	973
Ray:—Peek v.	C. A. [1894] 3 Ch. 282 ..	610
Ray v. Walker	[1892] 2 Q. B. 88 ..	414
Raymond:—Hick v.	H. L. (E.) [1893] A. C. 22 ..	810
Rayner v. Rederiaktiebolaget Condor	[1895] 2 Q. B. 289 ..	818
Rayner's Settled Estates, In re	[1891] W. N. 152 ..	774
Raynor:—Ingham v. In re Fish	C. A. [1894] 2 Ch. 83 ..	978, 996
Rayson v. South London Tramways Co.	C. A. [1893] 2 Q. B. 304 ..	470, 914
Read, In re	[1894] 3 Ch. 238 ..	846
Read v. Lincoln (Bishop)	[1891] P. 9; J. C. [1892] A. C. 644 ..	300, 301, 302, 309, 407, 612
Read v. Wotton	[1893] 2 Ch. 171 ..	629
Real Estates Co., In re	[1893] 1 Ch. 398 ..	95, 177, 186, 233, 238
Rebbeck, In re. Bennett v. Rebbeck	[1894] W. N. 68 ..	311
"Recepta," The	C. A. [1893] P. 255 ..	229, 711, 803
Reckitt:—Shaw v.	[1893] 1 Q. B. 779; C. A. [1893] 2 Q. B. 59 ..	544, 585
"Red Sea," The	[1895] P. 293 ..	393
Redcar Local Board:—Cleveland Water Co. v.	[1895] 1 Ch. 168 ..	962
Reddaway v. Banham	C. A. [1895] 1 Q. B. 286 ..	909
Reddaway v. Bentham Hemp-Spinning Co.	C. A. [1892] 2 Q. B. 639 ..	902
Redditch (Local Board):—Law v.	C. A. [1892] 1 Q. B. 127 ..	253
Rederiaktiebolaget Condor:—Rayner v.	[1895] 2 Q. B. 289 ..	818

Name of Case.	Volume and Page.	Column of Digest.
Redfern v. Redfern	C. A. [1891] P. 139 ..	285
Redgrave v. Lloyd & Sons	[1895] 1 Q. B. 876 ..	321
Rees' Bankruptcy, In re. Administrator-General of Jamaica v. Lascelles, De Mercado & Co.	J. C. [1894] A. C. 135 ..	38, 401
Reeve v. Gibson	C. A. [1891] 1 Q. B. 652 ..	215, 603, 863
Reeve:—Tatam v.	[1893] 1 Q. B. 44 ..	341
Reeves (Josephine), In the Goods of	[1891] W. N. 124 ..	693
Reeves v. Butcher	C. A. [1891] 2 Q. B. 509 ..	437
Reeves:—Foster v.	C. A. [1892] 2 Q. B. 255 ..	234
Reffell:—Pullin v.	[1891] W. N. 39 ..	355, 364, 964
Regan:—Cartwright v.	[1895] 1 Q. B. 900 ..	396
Reg. v. Anglesea (Justices) (No. 1)	[1892] 1 Q. B. 850 ..	771, 877
Reg. v. Baker	[1892] 2 Q. B. 29 ..	242
Reg. v. Bank of England	C. C. R. [1895] 1 Q. B. 797 ..	33
Reg. v. Barnardo. Jones's Case	[1891] 1 Q. B. 785 ..	373, 586
Reg. v. Barstaple Division of Essex (Commissioners of Taxes)	C. A. [1891] 1 Q. B. 194; H. L. (E.) [1891] 388 ..	898
Reg. v. Bayard	[1895] 2 Q. B. 123 ..	245
Reg. v. Berger	[1892] 2 Q. B. 181 ..	241, 246
Reg. v. Blaby	[1894] 1 Q. B. 823 ..	245
Reg. v. Blenkinsop	C. C. R. [1894] 2 Q. B. 170 ..	737
Reg. v. Bodmin (Mayor and Justices)	[1892] 1 Q. B. 43 ..	471, 604, 410
Reg. v. Bolingbroke	[1892] 2 Q. B. 21 ..	74, 244
Reg. v. Bowerman	[1893] 2 Q. B. 347 ..	939
Reg. v. Brocklehurst	[1891] 1 Q. B. 112 ..	234, 853
Reg. v. Brompton County Court (Judge)	[1892] 1 Q. B. 566 ..	245, 339, 878
Reg. v. Brown	[1893] 2 Q. B. 195 ..	574
Reg. v. Bruce	C. C. R. [1895] 1 Q. B. 119 ..	718, 953
Reg. v. Burrows	[1892] 2 Q. B. 136 ..	235, 647
Reg. v. City of London Court (Judge) (No. 1)	[1892] 1 Q. B. 399 ..	228
Reg. v. Commissioners under the Boiler Explosions Act, 1882	[1891] 2 Q. B. 71 ..	86
Reg. v. Commissioners of Inland Revenue. Ohlson's Case. Garland's Case	C. A. [1892] 1 Q. B. 273 ..	566
Reg. v. Dennis	C. A. [1891] 1 Q. B. 703 ..	455
Reg. v. Dolby (No. 1)	[1891] 1 Q. B. 485 ..	225, 355
Reg. v. Duckworth	C. C. R. [1894] 2 Q. B. 458 ..	242
Reg.:—Dunn v.	[1892] 2 Q. B. 801 ..	248
Reg. v. Durham (Justices)	[1892] 2 Q. B. 736 ..	772, 877
Reg. v. Dyson	[1892] 2 Q. B. 83 ..	53, 244
Reg. v. Essex (Justices) (No. 1)	[1895] W. N. 160 (4) ..	772, 877
Reg. v. Farmer	[1895] 1 Q. B. 801 ..	729
Reg. v. Farnborough	C. C. R. [1894] 2 Q. B. 176 ..	71, 877
Reg. v. Gaisford	[1892] 1 Q. B. 490 ..	243
Reg. v. Glamorganshire (Justices)	C. A. [1895] 1 Q. B. 38 ..	410
Reg. v. Goole (Local Board)	C. A. [1892] 1 Q. B. 637 ..	395, 772, 878
Reg. v. Griffiths	[1895] 2 Q. B. 484 ..	872
Reg. v. Gyangall	[1892] 1 Q. B. 381 ..	53, 865
Reg. v. Halifax County Court (Judge)	C. A. [1893] 2 Q. B. 232 ..	373
	[1891] 1 Q. B. 793; C. A. [1891] 2 Q. B. 263 ..	234, 565

TABLE OF CASES IN THE DIGEST.

cv

Name of Case.	Volume and Page.	Column of Digest.
Reg. v. Hall	[1891] 1 Q. B. 747 ..	244, 549, 861
Reg. v. Hannay	[1891] 2 Q. B. 709 ..	453
Reg. v. Henley	[1892] 1 Q. B. 504 ..	825, 410
Reg. v. Hopkins	[1893] 1 Q. B. 621 ..	492
Reg. v. Hughes	[1893] 2 Q. B. 530 ..	395
Reg. v. Huggins (No. 1)	[1891] W. N. 88 ..	287, 472, 877
— (No. 2)	[1895] 1 Q. B. 563 ..	410
Reg. v. Incorporated Law Society	[1895] 2 Q. B. 456 ..	852
Reg. v. Instan	C. C. R. [1893] 1 Q. B. 450	243
Reg. v. Jackson	C. A. [1891] 1 Q. B. 671 ..	286
Reg. v. Jennings	[1895] W. N. 142 (7) ..	370, 879
Reg. v. Jones	[1894] 1 Q. B. 382 ..	599
Reg. v. Kennedy	[1893] 1 Q. B. 533 ..	412
Reg. v. Kerswill	[1895] 1 Q. B. 1 ..	880
Reg. :—Kops v. Ex parte Kops	J. C. [1894] A. C. 650 ..	245, 407, 524
Reg. :—Labrador Co. v.	J. C. [1893] A. C. 104 ..	105, 681, 862
Reg. v. Leresche	C. A. [1891] 2 Q. B. 418 ..	282
Reg. v. Liverpool (Revising Barrister)	[1895] 1 Q. B. 155 ..	547
Reg. v. London (Bishop). Allcroft's Case	H. L. (E.) [1891] A. C. 666	301
Reg. v. London (Bishop). Lighton's Case	[1891] 2 Q. B. 48; H. L. (E.) [1891] A. C. 668	301
Reg. v. London, City (Corporation). Ex parte Boaler	[1893] 2 Q. B. 146 ..	878
Reg. v. London (County Council). Ex parte Akkerydyk Kersdyk. Ex parte Fermentia	[1892] 1 Q. B. 190 ..	226
Reg. v. London (County Council)	C. A. [1893] 2 Q. B. 454 ..	541, 710, 862
Reg. v. London County (Justices) (No. 1)	[1893] W. N. 86 ..	737, 886
— (No. 2)	C. A. [1893] 2 Q. B. 476; H. L. (E.) [1895] A. C. 600	460, 730
— (No. 3)	G. A. [1894] 1 Q. B. 453 ..	599, 711
— (No. 4)	[1895] 1 Q. B. 214; C. A. [1895] 1 Q. B. 616	771, 772, 877
— (No. 5)	[1895] 1 Q. B. 881 ..	459
Reg. v. London (Justices). Ex parte Lambert	[1892] 1 Q. B. 664 ..	772, 878
Reg. v. London and North Western Railway Co.	[1894] 2 Q. B. 512 ..	471, 497, 804, 724
Reg. v. Lushington. Ex parte Otto	[1894] 1 Q. B. 420 ..	248, 817
Reg. v. McKenzie	[1892] 2 Q. B. 519 ..	243, 878
Reg. v. Marsden	C. C. R. [1891] 2 Q. B. 149	242
Reg. v. Marsham	C. A. [1892] 1 Q. B. 371 ..	457, 471
Reg. v. Marylebone (Vestry)	C. A. [1895] 1 Q. B. 771 ..	96, 294
Reg. v. McKellar	[1893] 1 Q. B. 121 ..	546
Reg. v. Mead	[1894] 2 Q. B. 124 ..	455
Reg. v. Miakin Higher (Justices)	[1893] 1 Q. B. 275 ..	395
Reg. v. Morton	[1892] 1 Q. B. 39 ..	517, 717
Reg. v. Munalow	C. C. R. [1895] 1 Q. B. 758	246
Reg. v. Newton	[1892] 1 Q. B. 648 ..	880
Reg. v. Oxfordshire (Justices)	[1893] 2 Q. B. 149 ..	772, 878
Reg. v. Oxfordshire County Court (Judge)	[1894] 2 Q. B. 440 ..	236
Reg. v. Paterson	[1895] 1 Q. B. 31 ..	235, 899
Reg. v. Pontypool (Justices)	C. A. [1892] 1 Q. B. 621 ..	395, 876
Reg. v. Portsmouth (Justices)	[1892] 1 Q. B. 491 ..	881, 939

Name of Case.	Volume and Page.	Column of Digest.
Reg. v. Powell	[1891] 1 Q. B. 718; C. A. }	894
Reg. v. Pownall	[1891] 2 Q. B. 693 .. }	395
Reg. v. Registrar of Joint Stock Companies. Ex }	[1893] 2 Q. B. 158 ..	156
parte Johnston	C. A. [1891] 2 Q. B. 598 ..	871
Reg. v. Reynolds	[1893] 2 Q. B. 75 ..	574
Reg. v. Richardson	[1894] 2 Q. B. 323 ..	244
Reg. v. Russett	[1892] 2 Q. B. 312 ..	452
Reg. v. St. George, Hanover Square (Vestry) ..	[1895] 2 Q. B. 275 ..	460, 730,
Reg. v. St. Mary Abbots, Kensington (Assessment Committee)	C. A. [1891] 1 Q. B. 378 .. }	731
Reg. v. St. Marylebone (Vestry)	C. A. [1895] 1 Q. B. 771 ..	96, 294
Reg. v. Samuel	[1895] 1 Q. B. 815 ..	895
Reg. v. Secretary of State for War	C. A. [1891] 2 Q. B. 326 ..	471
Reg. v. Silverlock	C. C. R. [1894] 2 Q. B. 766 ..	245
Reg. v. Slade. Ex parte Saunders	[1895] 2 Q. B. 247 ..	879
Reg. v. Snagge	[1894] 2 Q. B. 440 ..	236
Reg. v. Sowerby	C. C. R. [1894] 2 Q. B. 173 ..	245
Reg. v. Soutter	C. A. [1891] 1 Q. B. 57 ..	446, 718
Reg. v. Stuart	C. C. R. [1894] 1 Q. B. 310 ..	137, 248
Reg. v. Surrey (Justices) (No. 1)	[1892] 1 Q. B. 633; C. A. }	351
(No. 2)	[1892] 1 Q. B. 867 .. }	772, 877
Reg. v. Tankard	[1892] 2 Q. B. 719 ..	156, 163,
Reg. :—Taylor v.	C. C. R. [1894] 1 Q. B. 548 }	243
Reg. v. Thomas	[1895] 1 Q. B. 25 ..	245
Reg. v. Thompson	[1892] 1 Q. B. 426 ..	394
Reg. v. Tidy	C. C. R. [1893] 2 Q. B. 12 ..	241
Reg. v. Titterton	[1892] 2 Q. B. 179 ..	718
Reg. v. Tomlinson	[1895] 2 Q. B. 61 ..	10
Reg. v. Tyler and International Commercial Co. ..	C. C. R. [1895] 1 Q. B. 706 ..	243
Reg. v. Tyrrell	C. A. [1891] 2 Q. B. 588 ..	151, 585
Reg. v. Villensky	C. C. R. [1894] 1 Q. B. 710 ..	242
Reg. v. Vreones	[1892] 2 Q. B. 597 ..	244
Reg. v. Waite	C. C. R. [1891] 1 Q. B. 360 ..	241
Reg. :—Walsh v.	C. C. R. [1892] 2 Q. B. 600 ..	242
Reg. v. Waudby	J. C. [1894] A. C. 144 ..	716
Reg. v. West Riding of Yorkshire (County Council) ..	[1895] 2 Q. B. 482 ..	242
Reg. v. Wilkinson	C. A. [1895] 1 Q. B. 805 ..	226, 571
Reg. v. Williams	[1891] 1 Q. B. 722 ..	573
Reg. v. Wolferstan	[1893] 1 Q. B. 320 ..	243
Reg. v. Woolwich Union Guardians	[1893] 2 Q. B. 451 ..	355
Reg. v. Worton	[1891] 2 Q. B. 712 ..	460, 730
Regan :—Cartwright v.	C. C. R. [1895] 1 Q. B. 227 ..	840
Reginald :—Isaacs v. In re Isaacs	[1895] 1 Q. B. 900 ..	82
Registrar of Joint Stock Companies :—Reg. v. Ex }	[1894] 3 Ch. 506 ..	210
parte Johnston	[1891] 2 Q. B. 598 ..	156
Reichardt v. Sapte	[1893] 2 Q. B. 308 ..	214
Reid v. Burrows	[1892] 2 Ch. 413 ..	836
Reid v. Rigby & Co.	[1894] 2 Q. B. 40 ..	684
Reid v. Wilson and King	C. A. [1895] 1 Q. B. 315 ..	882
Reid v. Wilson and Ward	C. A. [1895] 1 Q. B. 315 ..	882
Reid's Brewery Co. v. Male	[1891] 2 Q. B. 1 ..	867
Reigate Union (Assessment Committee) v. South }	[1894] 1 Q. B. 411 ..	731
Eastern Railway Co.	[1892] 1 Q. B. 753 ..	666
Rein v. Stein	C. A. [1894] 2 Q. B. 548 ..	386
Reischer v. Borwick	[1892] W. N. 77 ..	94
Reliance Permanent Benefit Building Society, In re		

TABLE OF CASES IN THE DIGEST.

cvii

Name of Case.	Volume and Page.	Column of Digest.
Remington :—Everett v.	[1892] 3 Ch. 148	951
Renad :—Lauri v.	C. A. [1892] 3 Ch. 402 ..	216, 217, 218
Rendell v. Grundy	C. A. [1895] 1 Q. B. 16 ..	591, 614, 675
Reney v. Kirkcudbright (Magistrates)	H. L. (S.) [1892] A. C. 264 ..	824
Renner v. Tolley	[1893] W. N. 90	428
Rennoldson :—Morley v.	C. A. [1895] 1 Ch. 449 ..	969
Rent and General Collecting and Estate Co. v. Troughton. In re Troughton	[1894] W. N. 154	335
Reversionary Interest Society, In re (No. 1)	[1892] 1 Ch. 615	183, 147
(No. 2)	[1892] W. N. 60	149
Review Publishing Co., In re	[1898] W. N. 5	186
Reynolds :—Reg. v.	[1893] 2 Q. B. 75	871
Reynolds (Charles) & Co., In re	[1895] W. N. 31	176
Reynolds :—Rosenthal v.	[1892] 2 Ch. 301	904
Rhodes v. Moules	C. A. [1895] 2 Ch. 236 ..	510, 557, 848, 917
"Rialto," The	[1891] P. 175	838
Rice :—Rogers v.	C. A. [1892] 2 Ch. 170 ..	424
Rich, In the Goods of	[1892] P. 143	695
Richards v. Butcher	C. A. [1891] 2 Ch. 522 ..	907
Richards :—Rodgers v.	[1892] 1 Q. B. 555	879
Richards & Co. :—Thin v.	C. A. [1892] 2 Q. B. 141 ..	819
Richardson v. Leask. In re Leask	[1891] W. N. 159	685
Richardson v. Methley School Board	[1893] 3 Ch. 510	303, 622, 718
Richardson :—Reg. v.	[1894] 2 Q. B. 323	574
Richardson v. Richardson	[1895] P. 276; C. A. [1895] P. 346	280, 331
Richardson, Spence & Co. v. Rowntree	H. L. (E.) [1894] A. C. 217 ..	107
Richardson & Wrench, Ltd. :—Plomley v.	J. C. [1894] A. C. 632 ..	526
Richerson, In re. Scales v. Heyhoe (No. 1)	[1892] 1 Ch. 379	211, 977
(No. 2)	[1893] 3 Ch. 146	636, 640
Richmond :—Owen v.	[1895] W. N. 29	429, 927
Richmond Gas Co. and Corporation of Richmond (Surrey), In re	[1893] 1 Q. B. 56	343
Ricketson v. Barbour	J. C. [1893] A. C. 194 ..	524
Ricketts v. Ricketts	[1891] W. N. 29	507
Riddell :—Corcoran. In re Corcoran	[1892] W. N. 182	116
Riddell v. Durnford	[1893] W. N. 30	426
Riddell v. Riddell. Ailesbury (Marquis) and Iveagh (Lord), In re	[1893] 2 Ch. 345	780, 916
Ridgeway v. Farndale	[1892] 2 Q. B. 309	340
Rigby & Co. :—Reid v.	[1894] 2 Q. B. 40	684
Riley, In the Goods of	[1895] W. N. 150 (5) ..	707
Rimmer :—Hughes v. In re Tithe Act, 1891	[1893] 2 Q. B. 314	898
Ritchie :—Hamilton v.	H. L. (S.) [1894] A. C. 310 ..	766, 976
Ritchie (John) & Co. v. Sexton	H. L. (S.) [1891] W. N. 59 ..	263
River Plate Trust, Loan and Agency Co. :—Mercantile Investment and General Trust Co. (No. 1)	[1892] 2 Ch. 303	132
(No. 2)	[1894] 1 Ch. 578	184, 306
Rixon v. Edinburgh Northern Tramways Co.	H. L. (S.) [1893] W. N. 110 ..	138
Roberts v. French	C. A. [1895] W. N. 22	632
Robb v. Green	[1895] 2 Q. B. 1; C. A. [1895] 2 Q. B. 315 ..	483, 487, 625
Robbins :—Oliver v.	[1894] W. N. 199	603
Roberts v. Akeroyd. In re Akeroyd's Settlement	C. A. [1893] 3 Ch. 363 ..	787
Roberts v. Booth	[1893] 1 Ch. 52	618

Name of Case.	Volume and Page.	Column of Digest.
Roberts v. Cooper	C. A. [1891] 2 Ch. 335 ..	790
Roberts :—Edwards v.	[1891] 1 Q. B. 302 ..	876
Roberts v. Holland	[1893] 1 Q. B. 665 ..	642, 893
Roberts v. Jones	[1891] 2 Q. B. 194 ..	596, 599
Roberts v. Plant	C. A. [1895] 1 Q. B. 597 ..	678
Roberts v. Potts. In re the Tithe Act, 1891 ..	[1893] 2 Q. B. 33; C. A. [1894] 1 Q. B. 213 ..	736, 862, 864, 899
Roberts :—Sarson v.	C. A. [1895] 2 Q. B. 395 ..	425
Roberts :—Tofield v.	[1894] W. N. 74 ..	590, 676
Robertson :—Attorney-General v.	[1892] 2 Q. B. 694; C. A. [1893] 1 Q. B. 293 ..	260
Robertson v. Johnson	[1893] 1 Q. B. 129 ..	324
Robertson, Sanderson & Co.'s Application, In re "Robin," The	[1892] 2 Ch. 245 ..	907
Robins & Co. v. Gray	[1892] P. 95 ..	600, 801
Robinson, In re. Wright v. Tugwell	[1895] 2 Q. B. 78; C. A. [1895] 2 Q. B. 501 ..	380
Robinson :—Brannagan v.	[1892] 1 Ch. 95 ..	114, 974
Robinson :—Caldwell v.	[1892] 1 Q. B. 344 ..	486
Robinson v. Canadian Pacific Railway Co. ..	[1893] 1 Q. B. 519 ..	673
Robinson v. Geisel	J. C. [1892] A. C. 481 ..	105, 861
Robinson :—Royal College of Veterinary Surgeons v. ..	C. A. [1894] 2 Q. B. 685 ..	639
Robinson v. Shaw. In re Shaw	[1892] 1 Q. B. 557 ..	953
Robinson :—Smith v.	[1894] 2 Ch. 573 ..	788
Robinson :—Stewart v.	[1893] 2 Q. B. 53 ..	421
Robinson's Settlement Trusts, In re	H. L. (S.) [1891] W. N. 122 ..	760
Robinson & Fisher :—Feast v.	[1891] 3 Ch. 129 ..	414, 890
Robinson, King & Co. v. Lynes	[1894] W. N. 14 ..	81
Robson, In re. Robson v. Hamilton	[1894] 2 Q. B. 577 ..	474
Robson v. Edwards	[1891] 2 Ch. 559 ..	290, 996
Robson v. Horner	[1893] 2 Ch. 146 ..	433
Robson v. Smith	[1893] W. N. 100 ..	508, 655
Rochdale Canal Co. v. Brewster	[1895] 2 Ch. 118 ..	133
Rochdale Canal Co. :—Chamber Colliery Co. v. ..	C. A. [1894] 2 Q. B. 852 ..	732
Rochester (Bishop of) v. Harris	C. A. [1894] 2 Q. B. 632; H. L. (E.) [1895] A. C. [1895] 564 ..	496
Rockett v. Clippingdale	[1893] P. 137 ..	299
Roderick :—Soutter v.	C. A. [1891] 2 Q. B. 293 ..	228, 801
Roddick v. Indemnity Mutual Marine Insurance Co. {	[1895] W. N. 156 (7) ..	546
Rodger v. Harrison	[1895] 1 Q. B. 836; C. A. [1895] 2 Q. B. 380 ..	388
Rodgers v. Richards	C. A. [1893] 1 Q. B. 161 ..	1015
Rodocanachi :—Hick v.	[1892] 1 Q. B. 555 ..	879
Roe v. Nix	[1891] 2 Q. B. 626; H. L. (E.) [1893] A. C. 22 ..	810
Roe :—Taylor v. (No. 1)	[1893] P. 55 ..	464, 709
————— (No. 2)	[1893] W. N. 14 ..	591, 592
————— (No. 3)	[1893] W. N. 26 ..	660
Roger's Trade-mark, In re	[1894] 1 Ch. 413 ..	601
Rogers, In re. Ex parte Collins	[1894] W. N. 173 ..	614, 905
Rogers v. Harding. In re Harding	[1894] 1 Q. B. 425 ..	46
Rogers :—Kelly v.	C. A. [1894] 3 Ch. 815 ..	579
Rogers :—Lepia v.	C. A. [1892] 1 Q. B. 910 ..	421
Rogers v. Maddocks	[1893] 1 Q. B. 31 ..	423
Rogers v. Rice	C. A. [1892] 3 Ch. 346 ..	748
Rogers v. Rogers	C. A. [1892] 2 Ch. 170 ..	424
Rogers :—Steers v.	[1894] P. 161 ..	278
	C. A. [1892] 2 Ch. 13; H. L. (E.) [1893] A. C. 232 ..	560

Name of Case.	Volume and Page.	Column of Digest.
Rogers v. Whiteley	H. L. (E.) [1892] A. C. 118	34, 118, 617
Rogers, Sons & Co. v. Lambert & Co.	C. A. [1891] 1 Q. B. 318 ..	32
Rolfe, In re. Fyson v. Johnson	[1894] W. N. 77	634
Rolfe v. Thompson	[1892] 2 Q. B. 196	9
Rollit & Sons, In re	[1893] W. N. 195	503, 839
Rolls:—Inman v. In re Inman	[1893] 3 Ch. 518	985
Romer & Haslam, In re	C. A. [1893] 2 Q. B. 286 ..	24, 842
Romford, St. Andrew (Rector, &c.) v. All Persons Having Interest, &c.	[1894] P. 220	296
Roucoroni:—Pini v.	[1892] 1 Ch. 633	26, 554
Roney:—Beasley v.	[1891] 1 Q. B. 509	475
Rooke v. Dawson	[1895] 1 Ch. 480	111
Roper:—Ooregum Gold Mining Co. of India v. Wall-roth v. Roper	H. L. (E.) [1892] A. C. 125	158
Ropkins:—Pugsley v.	C. A. [1892] 2 Q. B. 184 ..	229
Rosario Nitrate Co.:—Smith & Service v.	[1893] 2 Q. B. 323; C. A. [1894] 1 Q. B. 174 ..	813
Roscoe:—Boden v.	[1894] 1 Q. B. 608	16, 273
Rose v. Bank of Australasia	H. L. (E.) [1894] A. C. 687	824
Rose v. Watson	[1894] 2 Q. B. 90	295
Rosenthal v. Reynolds	[1892] 2 Ch. 301	904
Ross:—Hicks v.	[1891] 3 Ch. 499	18
Ross v. White	C. A. [1894] 3 Ch. 326 ..	554, 596
Ross v. Woodford	[1894] 1 Ch. 38	614
Roths (Earl of):—Leslie v.	C. A. [1894] 2 Ch. 499 ..	975
Rothschild:—Chili (Republic) v.	[1891] W. N. 138	613
Rothschild & Sons v. Inland Revenue Commissioners "Rougement," The	[1894] 2 Q. B. 142	858
Rourke:—Thompson v. (No. 1)	[1893] P. 275	801
————— (No. 2)	C. A. [1892] P. 244	285
————— (No. 2)	[1893] P. 11; C. A. [1893] P. 70	283
Rouse v. Bradford Banking Co.	C. A. [1894] 2 Ch. 32; H. L. (E.) [1894] A. C. 586 ..	36, 688
Rowland:—Coxen v.	[1894] 1 Ch. 406	579
Rowland v. Pritchard	[1893] W. N. 34	547
Rowntree:—Richardson, Spence & Co. v.	H. L. (E.) [1894] A. C. 217	107
Royal Aquarium v. Parkinson	C. A. [1892] 1 Q. B. 431 ..	226, 227, 266
Royal Bank of Scotland v. Tottenham	C. A. [1894] 2 Q. B. 715 ..	72, 118
Royal College of Veterinary Surgeons v. Robinson	[1892] 1 Q. B. 557	953
Royal Holloway College, Egham (Governors) v. Southwell	[1895] 2 Q. B. 487	358
Royle v. Harris	[1895] P. 163	694
Ruabon Brick and Terra Cotta Co. v. Great Western Railway	C. A. [1893] 1 Ch. 427 ..	498, 723
Rudry Marthyr Steam and House Coal Colliery Co.:—County of Gloucester Bank v.	C. A. [1895] 1 Ch. 620 ..	143, 508
Rushmere v. Isaacson	[1893] 1 Q. B. 118	544
Russell, In re. Dorrell v. Dorrell	C. A. [1895] 2 Ch. 698 ..	989
Russell, In the Goods of	[1892] P. 380	701
Russell v. Russell (No. 1)	C. A. [1892] P. 152	280
————— (No. 2)	C. A. [1895] P. 315	281
Russell:—Taylor v.	C. A. [1891] 1 Ch. 8; H. L. (E.) [1892] A. C. 244 ..	511
Russell:—Temperton (No. 1)	C. A. [1893] 1 Q. B. 435 ..	642, 911
————— (No. 2)	C. A. [1893] 1 Q. B. 715 ..	201, 205, 910
Russell, Cordner & Co., In re	[1891] 3 Ch. 171	195

Name of Case.	Volume and Page.	Column of Digest.
Russell:—Reg. v.	[1892] 2 Q. B. 312 ..	244
Rutland (Duke of):—Harrison v.	C. A. [1893] 1 Q. B. 142 ..	356
Rutter v. Everett	[1895] 2 Ch. 872 ..	46
Rutter:—Hawkins v.	[1892] 1 Q. B. 668 ..	234, 293
Ryan v. Mutual Tontine Westminster Chambers Association	[1892] 1 Ch. 427; C. A. [1893] 1 Ch. 116 ..	423, 855
Ryley v. Masters	[1892] 1 Q. B. 674 ..	679
Rymer, In re. Rymer v. Stanfield	C. A. [1895] 1 Ch. 19 ..	115, 983
S.		
S—:—J— v.	[1894] 3 Ch. 72 ..	624
S—'s Settlement, In re. G.— v. C.	[1893] W. N. 127 ..	481
Saalfeld:—Peris v.	C. A. [1892] 2 Ch. 149 ..	747
Sabin:—David v.	C. A. [1893] 1 Ch. 523 ..	427, 946, 949
Sadler v. Great Western Railway	C. A. [1895] 2 Q. B. 688 ..	629
Sadler:—Howard v.	[1893] 1 Q. B. 1 ..	143, 594
Sadler v. Worley	[1894] 2 Ch. 170 ..	130
Safety Oil Co., In re	[1892] W. N. 133 ..	155
Sagar v. Stoddart. Stoddart v. Sagar	[1895] 2 Q. B. 474 ..	340, 461
St. Albans, Wood Street (Rector, &c.), In re	[1891] W. N. 204 ..	601
St. Andrew, Romford (Rector, &c.), v. All Persons Having Interest	[1894] P. 220 ..	296
St. Andrew's, Hove (Vicar, &c.) v. Mawn	[1895] P. 228, n. ..	296
St. Benet Fink, Churchyard, In re	[1893] P. 58 ..	296
St. Benet Sherehog, In re	[1893] P. 66, n. ..	296
St. Botolph (Overseers):—Chappell v.	[1892] 1 Q. B. 561 ..	12, 732
St. Botolph, Aldgate (Vicar of), Ex parte. Ex parte City of London Commissioners of Sewers	[1894] 3 Ch. 544 ..	300
St. Botolph without Aldgate (Parishioners of):—City of London Commissioners of Sewers v.	[1892] P. 161 ..	297
St. Botolph without Aldgate (Vicar, &c.) v. Parishioners of Same (No. 1)	[1892] P. 161 ..	297
(No. 2)	[1892] P. 173 ..	206, 342
St. Etienne Brewery Co.:—Harrison v.	[1893] W. N. 108 ..	127
St. George's (Local Board) v. Ballard	C. A. [1895] 1 Q. B. 702 ..	871
St. George's, Hanover Square (Vestry), Re. v.	[1895] 2 Q. B. 275 ..	462
St. George's Hospital:—Churchill v. In re Howell-Shepherd	[1894] 3 Ch. 649 ..	520, 969
St. George's Union (Assessment Committee):—London (County Council) v. (No. 1)	C. A. [1893] 1 Q. B. 210; H. L. (E.) [1893] A. C. 562 ..	462, 734
(No. 2)	C. A. [1893] 2 Q. B. 476; H. L. (E.) [1894] A. C. 600 ..	460, 730
St. Giles, Camberwell (Vestry) v. Crystal Palace Co.	C. A. [1892] 2 Q. B. 33 ..	467
St. Giles, Camberwell (Vestry) v. London Cemetery Co.	[1894] 1 Q. B. 699 ..	456
St. Giles, Camberwell (Vestry):—Wilson v.	[1892] 1 Q. B. 1 ..	457
St. Gobain, Chauncy, and Cirey Co. v. Hoyermann's Agency	C. A. [1893] 2 Q. B. 96 ..	661, 676
St. Helen's, Bishopgate, with St. Mary Outwich (Rector, &c.) v. Parishioners of Same	[1892] P. 259 ..	297
St. James' and Pall Mall Electric Lighting Co.:—Hopkinson v.	[1893] W. N. 5 ..	562, 603
St. James Norland (Churchwardens, &c.) v. Parishioners of Same	[1894] P. 256 ..	296

Name of Case.	Volume and Page.	Column of Digest.
St. John, Pendlebury (Vicar, &c.) v. St. John, Pendlebury (Parishioners of)	[1895] P. 178	297
St. John the Baptist, Timberhill (Rectors, &c., of) :—Vicar, &c., of the Same v.	[1895] P. 71	297
St. John Street Wesleyan Methodist Chapel, Chester, In re	[1893] 2 Ch. 618	111
St. John's Hospital, Bath :—Attorney-General v.	[1893] 3 Ch. 151	418
St. Leonard, Shoreditch (Vestry) v. London (County Council)	[1895] 2 Q. B. 104	734
St. Leonard, Shoreditch (Vestry) :—Pilbrow v.	[1895] 1 Q. B. 33; C. A. } [1895] 1 Q. B. 433. }	452
St. Levan :—Basset v.	[1894] W. N. 204	996
St. Martin-in-the-Fields (Vestry) v. Bird	C. A. [1895] 1 Q. B. 428	452
St. Martin's (Vestry) v. Gordon	C. A. [1891] 1 Q. B. 61	454
St. Mary, Islington (Vestry) v. Cobbett	[1895] 1 Q. B. 369	456
St. Mary, Newington (Vestry) :—Austin v.	C. A. [1894] 2 Q. B. 524	458, 864
St. Mary, Newington (Vestry) :—Keep v.	C. A. [1894] 2 Q. B. 524	458, 864
St. Mary Abbots, Kensington (Assessment Committee) :—Reg. v.	C. A. [1891] 1 Q. B. 378	460, 730, 731
St. Mary Abbots, Kensington (Vestry) :—Bird v.	[1895] 1 Q. B. 912	454
St. Mary Abbots, Kensington (Vestry) :—Gordon v.	[1894] 2 Q. B. 742	459
St. Mary Abbots, Kensington (Vestry) :—Madden v.	[1892] 1 Q. B. 614	445
St. Mary Abbots, Kensington (Vestry) :—Worley v.	[1892] 2 Ch. 404	447
St. Mary-at-Hill with St. Andrew Hubbard (Rector, &c.) v. Parishioners of Same	[1892] P. 394	295
St. Marylebone (Vestry) :—Reg. v.	[1895] 1 Q. B. 771	96, 294
St. Matthew, Bethnal Green (Vestry) :—Fortescue v.	[1891] 2 Q. B. 170	448
St. Matthew, Bethnal Green (Churchwardens, &c., of) :—West Ham Guardians v. (No. 1)	[1892] 2 Q. B. 65; C. A. } [1892] 2 Q. B. 676; } H. L. (E.) [1894] A. C. } 230	575
St. Michael Bassishaw (Rector, &c.) v. Parishioners of Same	C. A. [1895] 1 Q. B. 662	573
St. Nicholas Acons, In re	[1893] P. 233	295
St. Nicholas Cole Abbey, In re	[1893] P. 66, n.	296
St. Peter's, Eaton Square (Vicar, &c.) v. Parishioners of Same	[1893] P. 58	296
St. Thomas (Floating Dock Co. of), In re	[1894] P. 350	296, 298
Salaman, In re	[1895] 1 Ch. 691	137, 151
Salaman v. Eames	C. A. [1894] 2 Ch. 201	842
Salaman v. Warner	[1891] 1 Ch. 658	249, 434
Sale v. Phillips	C. A. [1891] 1 Q. B. 734	588
Salford (Corporation) v. Lever	[1894] 1 Q. B. 349	323
Salisbury Gold Mining Co. :—Bank of Africa v.	[1891] 1 Q. B. 168	685, 742
Salisbury-Jones and Dale's Case :—In re Bolton (R.) & Co. v. (No. 1)	J. C. [1892] A. C. 281	160, 519
Salmon :—Bolton v.	C. A. [1894] 3 Ch. 356	142
Salomon :—Broderip v.	C. A. [1895] 1 Ch. 383	171, 172
Salomons v. Knight	[1891] 2 Ch. 48	512, 689
Salt, In re	C. A. [1895] 2 Ch. 823	164, 177
Salt, In re .. Brothwood v. Keeling	C. A. [1891] 2 Ch. 294	263
Salt v. Northampton (Marquess of)	C. A. [1895] W. N. 156 (5)	466, 782
Salt (Sir Titus), Bart., Sons, & Co.'s Application, In re	[1895] 2 Ch. 208	6
Salt Union v. Wood	H. L. (E.) [1892] A. C. 1	512
"Saltburn." The	[1894] 3 Ch. 166	906
Salter :—Norwood (Overseers) v.	[1893] 1 Q. B. 370	827
Samuel :—Reg. v.	[1892] P. 333	800
	[1892] 2 Q. B. 118	735, 737
	[1895] 1 Q. B. 815	895

Name of Case.	Volume and Page.	Column of Digest.
Sandbach and Edmondson's Contract, In re ..	C. A. [1891] 1 Ch. 99 ..	940
Sanderson :—Cockcroft v. In re Ainsworth ..	[1895] W. N. 153 (9) ..	7
Sanderson :—Turnell v.	[1891] W. N. 71 ..	25, 554
Sandes v. Wildsmith	[1893] 1 Q. B. 771 ..	628, 641
Sandgate (Local Board) v. Keene	[1892] 1 Q. B. 831 ..	872
Sandgate (Local Board) and the Kent (County Council), In re	[1895] 2 Q. B. 43 ..	443
"Sandhill," (SS.) :—SS. "Nord Kap" v. The "Sand- hill"	J. C. [1894] A. C. 646 ..	820
Sandwich (Council) and Kent (County Council) Ex parte (No. 1)	[1891] 1 Q. B. 389 ..	225
..... (No. 2)	C. A. [1891] 1 Q. B. 725 ..	586
Sanguinetti v. Stuckey's Banking Co.	[1895] 1 Ch. 176 ..	69
San Paulo (Brazilian) Rlwy. v. Carter	C. A. [1895] 1 Q. B. 580; H. L. (E.) [1895] W. N. 161 (10)	367
Sapts :—Reichardt v.	[1893] 2 Q. B. 308 ..	214
Sargeant :—Wheeler v.	[1893] W. N. 128 ..	935
Sarl, In re. Ex parte Williams	[1892] 2 Q. B. 591 ..	85
Sarl :—Thynne v.	[1891] 2 Ch. 79 ..	507
Sarson v. Roberts	C. A. [1895] 2 Q. B. 395 ..	425
Sartoris' Estate, In re. Sartoris v. Sartoris ..	C. A. [1892] 1 Ch. 11 ..	61, 980
"Satanita," The	C. A. [1895] P. 248 ..	828
Saunders, Ex parte. Reg. v. Slade	[1895] 2 Q. B. 247 ..	879
Saunders, In re. Ex parte Saunders	[1895] 2 Q. B. 117; C. A. [1895] 2 Q. B. 424 ..	47
Saunders v. Boyd. In re FitzGerald's Settled Estates	[1891] 3 Ch. 394 ..	788
Saunders :—Gebhardt v.	[1892] 2 Q. B. 452 ..	421, 453
Saunders v. Holborn District Board of Works ..	[1895] 1 Q. B. 64 ..	454, 861
Saunders v. Sun Life Assurance Co. of Canada ..	[1894] 1 Ch. 537 ..	910
Saunders v. Wiel (No. 1)	[1892] 2 Q. B. 18; C. A. [1892] 2 Q. B. 321 ..	270, 610
..... (No. 2)	C. A. [1893] 1 Q. B. 470 ..	271
Savage v. Adam	C. A. [1895] W. N. 109 (11) ..	589
Savery & Stevens, In re. Savery v. Enfield (Local Board)	H. L. (E.) [1893] A. C. 218 ..	845
Saville :—Stoddart v.	[1894] 1 Ch. 480 ..	789
Savoy (Overseers) :—Art Union of London v. ..	C. A. [1894] 2 Q. B. 609 ..	731
Savory :—Steele v.	[1891] W. N. 195 ..	609
Sawyer v. Goddard. In re Dartnall	C. A. [1895] 1 Ch. 474 ..	838, 931
Sax, In re. Barned v. Sax	[1893] W. N. 104 ..	145, 995
Saxby v. Thomas	[1891] W. N. 4; C. A. [1891] W. N. 28	941
Sayles :—Jeffery v. In re Bell	C. A. [1895] W. N. 139 (8) ..	513
Scaife v. Kemp & Co.	[1892] 2 Q. B. 319 ..	610
Scalé v. Rawlins	H. L. (E.) [1892] A. C. 342 ..	973
Scales v. Heyhoe. In re Richerson (No. 1) ..	[1892] 1 Ch. 379 ..	211, 977
..... (No. 2)	[1893] 3 Ch. 146 ..	636, 640
Scarlett :—Searles v.	C. A. [1892] 2 Q. B. 56 ..	265
Seberras Trigona v. Seberras d'Amico	J. C. [1892] A. C. 69 ..	470
Schauer v. Field, J. C. & J., Limited	[1893] 1 Ch. 35 ..	218
Scheidges v. Williams	[1893] W. N. 158 ..	657
Schlesinger v. Bedford	C. A. [1893] W. N. 57 ..	214, 625
Schmitt v. Faulks	[1893] W. N. 64 ..	620, 626, 848
Schofield, Ex parte	C. A. [1891] 2 Q. B. 428 ..	585
Schofield :—Hammond v.	[1891] 1 Q. B. 452 ..	630
Scholes v. Brook	[1891] W. N. 16; C. A. [1891] W. N. 101 ..	683, 940

Name of Case.	Volume and Page.	Column of Digest.
Scholey v. Peck	[1893] 1 Ch. 709 ..	849
Scholfield v. Londesborough (Earl)	[1894] 2 Q. B. 660; C. A. [1895] 1 Q. B. 536 ..	72
Schott, Segner & Co.:—Die Badische Anilin Soda Fabrik v.	[1892] 3 Ch. 447 ..	747
Schulze v. Galasbiels (Corporation of)	H. L. (S.) [1895] A. C. 666	764
"Schwan," The	C. A. [1892] P. 419 ..	829
Schwarz:—Hill v. In re Parkin	[1892] 3 Ch. 510 ..	578
Schweder's Estate, In re. Oppenheim v. Schweder (No. 1)	[1891] 3 Ch. 44 ..	986
(No. 2)	[1893] W. N. 12 ..	971
Sclater:—Neptune Steam Navigation Co. v. The "Delano"	C. A. [1895] P. 40 ..	227, 863
Scobie v. Collins	[1895] 1 Q. B. 375 ..	501
Scopenich:—Chalmers v.	[1892] 1 Q. B. 735 ..	826
Scotney:—Sharratt v.	[1892] 2 Q. B. 479 ..	27
Scott, In re. Scott v. Hanbury	[1891] 1 Ch. 298 ..	377
Scott, In the Goods of	[1895] P. 342 ..	693
Scott v. Alvarez. In re Scott and Alvarez's Contract {	C. A. [1895] 1 Ch. 596; C. A. [1895] 2 Ch. 603 ..	516, 658, 856, 941, 948, 951
Scott v. Bould	[1895] 1 Q. B. 9 ..	493
Scott v. Brown, Doering, McNab & Co.	C. A. [1892] 2 Q. B. 724 ..	207
Scott:—Commissioners of Inland Revenue v. In re Bootham Ward Strays, York	C. A. [1892] 2 Q. B. 152 ..	712
Scott v. Consolidated Bank	[1893] W. N. 56 ..	376, 607
Scott:—Hill v.	[1895] 2 Q. B. 371; C. A. [1895] 2 Q. B. 713 ..	108
Scott:—Knowles v.	[1891] 1 Ch. 717 ..	180
Scott:—Macdonald v.	H. L. (S.) [1893] A. C. 642	762
Scott v. Streatham and General Estates Co.	[1891] W. N. 153 ..	507, 640
Scott and Alvarez's Contract, In re. Scott v. Alvarez {	[1895] 1 Ch. 596; C. A. [1895] W. N. 110 (15) ..	516, 658
Scott and Jackson, In re	[1893] W. N. 184 ..	172
Scottish Provident Institution:—Craddock v.	C. A. [1894] W. N. 88 ..	511
Scrimgeour:—Metropolitan Coal Consumers' Association v.	C. A. [1895] 2 Q. B. 604 ..	158
Sculcoates Union (Guardians):—Hull Docks Co. v. {	C. A. [1894] 2 Q. B. 69; H. L. (E.) [1895] A. C. 136 ..	730, 733
Sculcoates Union v. Kingston-upon-Hull (Docks Co. at)	H. L. (E.) [1895] A. C. 136	730, 733
Seagrove v. Parks	[1891] 1 Q. B. 551 ..	667
Seal, In re. Seal v. Taylor	C. A. [1894] 1 Ch. 316 ..	998
Seale-Hayne v. Jodrell	H. L. (E.) [1891] A. C. 304	976, 997
Seaman, In the Goods of	[1891] P. 253 ..	705
Searles v. Scarlett	C. A. [1892] 2 Q. B. 56 ..	265
Searles:—Thomas v.	C. A. [1891] 2 Q. B. 408 ..	84
Seaton v. Lord Deerhurst	C. A. [1895] 1 Q. B. 853 ..	65
Sebright:—Lusk v.	[1894] W. N. 184 ..	505
Secretary of State for India in Council:—Chatterton v.	C. A. [1895] 2 Q. B. 189 ..	265
Secretary of State for War:—Reg. v.	C. A. [1891] 2 Q. B. 326 ..	471
Securities Insurance Co., In re	C. A. [1894] 2 Ch. 410 ..	584
Securities Properties Investment Corporation v. Brighton Alhambra	[1893] W. N. 15 ..	136, 509
Sedgwick:—Simon, Israel & Co. v.	C. A. [1893] 1 Q. B. 303 ..	384
Seed v. Bradley	C. A. [1894] 1 Q. B. 319 ..	83
Selby Dam Drainage Commissioners:—Gallsworthy v.	C. A. [1892] 1 Q. B. 348 ..	222, 794

Name of Case.	Volume and Page.	Column of Digest.
Self v. Hove Commissioners	[1895] 1 Q. B. 685 ..	794
Selig v. Lion	[1891] 1 Q. B. 513 ..	670
Seligman v. Prince & Co.	[1895] 2 Ch. 617 ..	134
Semenza, In re. Ex parte Paget (Trustee in Bankruptcy)	C. A. [1894] 1 Q. B. 15 ..	56
Semet and Solvay's Patent, In re	J. C. [1895] A. C. 78 ..	563
Serraino & Sons v. Campbell	C. A. [1891] 1 Q. B. 283 ..	814
Sevenoaks (Highway Board):—Whitebread v.	[1892] 1 Q. B. 8 ..	353
Sewell:—Ashburner v.	[1891] 3 Ch. 405 ..	948, 965
Sewell:—Sir Roger Cholmeley's School at Highgate (Warden, &c.) v. (No. 1)	[1893] 2 Q. B. 254 ..	424
(No. 2)	[1894] 2 Q. B. 906 ..	425
Sewers (Commissioners of) for City of London:—Battersea (Lord) v.	[1895] 2 Ch. 708 ..	433
Sewers (Commissioners of) for City of London, Ex parte. St. Botolph, Aldgate (Vicar of), Ex parte	[1894] 3 Ch. 544 ..	300
Sewers (Commissioners of) for City of London v. St. Botolph Without Aldgate (Parishioners of)	[1892] P. 161 ..	297
Sexton:—John Ritchie & Co. v.	H. L. (S.) [1891] W. N. 59 ..	263
Seyd & Kelly's Credit Index Co.:—Snuggs v.	[1894] W. N. 95 ..	625
Shackell v. Colnett. In re Pride	[1891] 2 Ch. 135 ..	512
Shackell & Co. v. Chorlton & Sons	[1895] 1 Ch. 373 ..	189, 420
Shackle:—Greatorex v.	[1895] 2 Q. B. 249 ..	234
Sharp:—Bradbury v.	[1891] W. N. 143 ..	218
Sharpe, In re. In re Bennett. Masonic and General Life Assurance Co. v. Sharpe	C. A. [1892] 1 Ch. 154 ..	139, 438, 857
Sharpe v. Wakefield	H. L. (E.) [1891] A. C. 173 ..	395
Sharratt v. Scotney	[1892] 2 Q. B. 479 ..	27
Shaw, In re. Bridges v. Shaw	[1894] 3 Ch. 615 ..	596, 701
Shaw, In re. Robinson v. Shaw	[1894] 2 Ch. 573 ..	788
Shaw, In re. Tucket v. Shaw	[1895] 1 Ch. 343 ..	259, 309, 580
Shaw v. Great Western Railway	[1894] 1 Q. B. 373 ..	720
Shaw v. Henry Bentley & Co. and Yorkshire Breweries	[1893] W. N. 83 ..	158
Shaw v. London (School Board)	C. A. [1895] 2 Ch. 1 ..	136
Shaw v. Reckitt	[1893] 1 Q. B. 779; C. A. [1893] 2 Q. B. 59 ..	544, 585
Shaw and Ronaldson, In re	[1892] 1 Q. B. 91 ..	21, 657
Sheard:—Story v.	[1892] 2 Q. B. 515 ..	354
Sheba Gold Mining Company v. Trubshawe	[1892] 1 Q. B. 674 ..	679
Sheen:—Caswells v.	[1893] W. N. 187 ..	551
Sheffield:—Oppenheim & Co. v.	C. A. [1893] 1 Q. B. 5 ..	671
Sheffield Banking Co. v. Clayton. In re Walker Shelfer v. City of London Electric Lighting Co. (No. 1)	[1892] 1 Ch. 621 ..	686
(No. 2)	C. A. [1895] 1 Ch. 287 ..	532, 588, 624
Shenstone & Co. v. Hilton	C. A. [1895] W. N. 101 ..	624
Shenton v. Smith	[1894] 2 Q. B. 452 ..	319
Shepherd, In the Goods of	J. C. [1895] A. C. 229 ..	123, 248, 966
Shepherd v. Berger	[1891] P. 823 ..	703
Shepherd:—Charles v.	[1891] 1 Q. B. 597 ..	426
Shepherd:—Plomley v.	C. A. [1892] 2 Q. B. 622 ..	648
Sheppards:—Smallwood v.	J. C. [1891] A. C. 244 ..	526
Sheppy Portland Cement Co., In re	[1895] 2 Q. B. 627 ..	333
Sherringham Development Co., In re	[1892] W. N. 184 ..	179
Sherras v. De Rutzen	[1893] W. N. 5 ..	171
Shew & Co.:—Skinner & Co. v. (No. 1)	[1895] 1 Q. B. 918 ..	398
	C. A. [1893] 1 Ch. 413 ..	564, 565

TABLE OF CASES IN THE DIGEST.

cxv

Name of Case.	Volume and Page.	Column of Digest.
Shew & Co. :—Skinner & Co. v. (No. 2)	[1894] 2 Ch. 581	564
Sheward, In re. Sheward v. Brown	[1893] 3 Ch. 502	979
Shiel v. Godfrey	[1893] W. N. 115	434, 622
Shine, In re. Ex parte Shine	C. A. [1892] 1 Q. B. 522	45
Shine v. Shine	[1893] P. 289	279
Shoe Machinery Co. v. Cutlan (No. 1)	[1895] W. N. 102	559, 561
(No. 2)	C. A. [1895] W. N. 143 (10)	561
Shoosmith, In the Goods of	[1894] P. 23	697
Shoppee v. Nathan & Co.	[1892] 1 Q. B. 245	797
Shoreditch, St. Leonard (Vestry):—London County Council v.	[1895] 2 Q. B. 104	734
Shoreditch, St. Leonard (Vestry):—Pilbrow v.	[1895] 1 Q. B. 83; C. A. [1895] 1 Q. B. 433	452
Shorter v. Tod-Heatly	[1894] W. N. 21	602, 847
Shortridge, In re	C. A. [1895] 1 Ch. 278	921
Showers v. Chelmsford Union Assessment Committee	C. A. [1891] 1 Q. B. 839	732, 733
Shrewsbury (Earl) v. Wirral Railway Committee	C. A. [1895] 2 Ch. 812	412
Shropshire Railways Co.:—Outhill v.	[1891] W. N. 65	720
Shropshire Railways Co.:—Webb v.	C. A. [1893] 3 Ch. 307	722
Shropshire Railways Co.:—Whadcoat v.	C. A. [1893] 3 Ch. 307	722
Sickness and Accident Assurance Association:—South Staffordshire Tramways Co. v.	C. A. [1891] 1 Q. B. 402	381
Sidebotham v. Holland	C. A. [1895] 1 Q. B. 378	333, 423
Silber :—Cartor v.	[1891] 3 Ch. 553; C. A. [1892] 2 Ch. 278; H. L. (E.) [1893] A. C. 360	377
Silke :—National Bank v.	C. A. [1891] 1 Q. B. 435	75, 118
Silverlock :—Reg. v.	C. C. R. [1894] 2 Q. B. 766	522
Silvester, In re. Midland Railway v. Silvester	[1895] 1 Ch. 573	245
Simeon :—Plunkett v. In re Dutton	[1893] W. N. 65	688
Simister :—Copeland v.	[1893] P. 16	974
Simmonds v. Heath	C. A. [1894] 1 Q. B. 29	231, 707
Simmons :—Heseltine v.	C. A. [1892] 2 Q. B. 547	898
Simmons v. London Joint Stock Bank	C. A. [1891] 1 Ch. 270; H. L. (E.) [1892] A. C. 201	84
Simmons v. Woodward	[1891] 1 Ch. 464; H. L. (E.) [1892] A. C. 100	36, 521, 522, 868
Simon, Israel & Co. v. Sedgwick	C. A. [1893] 1 Q. B. 303	81
Simonson, In re. Ex parte Ball	[1894] 1 Q. B. 433	384
Simpson v. Molsons' Bank	J. C. [1895] A. C. 270	42, 837
Simpson v. Palace Theatre	[1893] W. N. 91	104
Simpson :—United Alkali Co. v.	[1894] 2 Q. B. 116	190
Simpson :—Vawdrey v.	[1895] W. N. 152 (7)	349
Simpson :—Woodward v. In re Hamilton	[1892] W. N. 74	554
Sims :—Hirsche v.	J. C. [1894] A. C. 654	987
Sims v. Landray	[1894] 2 Ch. 318	106, 138, 159
Sims :—Newby v.	[1894] 1 Q. B. 478	333, 944
Sinclair :—Hodgson v. In re Hodgson & Simpson's Trade-mark	[1891] W. N. 176	9
Sinclair v. James	[1894] 3 Ch. 554	906
Singer Manufacturing Co. v. London and South Western Railway Co.	[1894] 1 Q. B. 833	550, 640
Singleton v. Ellison	[1895] 1 Q. B. 607	81, 720
Sirdar Gurdial Singh v. Faridkote (Rajah)	J. C. [1894] A. C. 670	242
Skinner & Co. v. Shew & Co. (No. 1)	C. A. [1893] 1 Ch. 413	393
(No. 2)	[1894] 2 Ch. 581	564, 565
		564

Name of Case.	Volume and Page.	Column of Digest.
Skinner's Co. v. Knight	[1891] 2 Q. B. 542 ..	424
Slade:—Reg. v. Ex parte Saunders	[1895] 2 Q. B. 247 ..	879
Slater v. Slater. In re Lancashire and Yorkshire Railway Co.	[1895] W. N. 85 ..	646
Slaughter & May v. Brown, Doering, McNab & Co. ..	C. A. [1892] 2 Q. B. 724 ..	207
Sleet, In re. Ex parte Sleet	C. A. [1894] 2 Q. B. 797 ..	56
Slevin, In re. Slevin v. Hepburn	[1891] 1 Ch. 373; C. A. [1891] 2 Ch. 236 ..	983
Sloper:—Collingham v.	[1893] 2 Ch. 96; C. A. [1894] 3 Ch. 716 ..	134, 595
Sloper:—Foreign and American Investment Trust v. ..	[1893] 2 Ch. 96; C. A. [1894] 3 Ch. 716 ..	134, 595
Smales, Eeles & Co.:—Lilly, Wilson & Co. v. ..	[1892] 1 Q. B. 456 ..	818, 888
Small:—Gurney v.	[1891] 2 Q. B. 584 ..	678
Small v. National Provincial Bank of England ..	[1894] 1 Ch. 686 ..	78, 604 516, 901
Smallwood v. Sheppards	[1895] 2 Q. B. 627 ..	333
Smart:—Rapley v.	[1894] W. N. 2 ..	747
Smart v. Smart	J. C. [1892] A. C. 425 ..	103, 373, 887
Smart & Co. v. Suva (Town Board)	J. C. [1893] A. C. 301 ..	323, 330
Smart & Son v. Watts	[1895] 1 Q. B. 219 ..	9
Smellie:—Louis v.	C. A. [1895] W. N. 115 (7) ..	487, 625
Smith, In re. Arnold v. Smith	[1895] W. N. 154 (16) ..	932
Smith, In re. Dew v. Kennedy	[1892] W. N. 106 ..	974
Smith, In re. Hands v. Andrews	C. A. [1893] 2 Ch. 1 ..	48, 67, 363, 924, 931
Smith, In re. Ex parte Mason	[1893] 1 Q. B. 323 ..	57, 343
Smith, In re. Smith v. Thompson	[1895] W. N. 144 (15) ..	925
Smith, In re. Williams v. Frere	[1891] 1 Ch. 323 ..	607, 608
Smith:—Alcock v.	C. A. [1892] 1 Ch. 238 ..	75
Smith:—Allen v. In re Harrison	[1891] 2 Ch. 349 ..	311, 639, 672
Smith:—Alliott v.	[1895] 1 Ch. 111 ..	312, 610
Smith v. Andrews	[1891] 2 Ch. 678 ..	325
Smith:—Attorney-General v.	[1892] 2 Q. B. 289; C. A. [1893] 1 Q. B. 239 ..	258, 259
Smith v. Bailey	C. A. [1891] 2 Q. B. 403 ..	448
Smith v. Baker & Sons	H. L. (E.) [1891] A. C. 325 ..	231, 486, 489
Smith v. Bence. In re Bence	C. A. [1891] 3 Ch. 242 ..	990
Smith v. Blyth	[1891] 1 Ch. 337 ..	555, 848
Smith v. Broadbent & Co.	[1892] 1 Q. B. 551 ..	798
Smith:—Calham v. In re Horlock	[1895] 1 Ch. 516 ..	261, 987
Smith:—Cooke v.	C. A. [1891] 1 Ch. 509; H. L. (E.) [1891] A. C. 297 ..	262, 605, 606
Smith:—Eastern Steamship Co. v. The "Duke of Buccleuch"	H. L. (E.) [1891] A. C. 310 ..	822
Smith v. Eoright	[1893] W. N. 173 ..	744
Smith:—Fareham (Local Board) v.	[1891] W. N. 76 ..	871
Smith:—General Auction, Estate, and Monetary Co. v.	[1891] 3 Ch. 432 ..	127
Smith v. Gronow	[1891] 2 Q. B. 394 ..	424
Smith v. Gue. In re Gue	[1892] W. N. 88; C. A. [1892] W. N. 132 ..	475, 974
Smith v. Hancock	[1891] 1 Ch. 209; C. A. [1894] 2 Ch. 377 ..	746

TABLE OF CASES IN THE DIGEST.

cxvii

Name of Case.	Volume and Page.	Column of Digest.
Smith:—James v.	[1891] 1 Ch. 384; C. A. [1891] W. N. 175 ..	334, 647, 649, 686
Smith v. King	[1892] 2 Q. B. 543 ..	371
Smith v. Lancaster	C. A. [1894] 3 Ch. 439 ..	602, 783
Smith v. Legg	[1893] 1 Q. B. 398 ..	449
Smith:—London (School Board) v.	[1895] W. N. 37 ..	293, 413, 622
Smith v. Mason & Co.	[1894] 2 Q. B. 363 ..	860
Smith:—Midgley v.	[1893] W. N. 120 ..	943
Smith v. Müller	[1894] 1 Q. B. 192 ..	86
Smith v. Robinson	[1893] 2 Q. B. 53 ..	421
Smith:—Robson v.	[1895] 2 Ch. 118 ..	133
Smith:—Shenton v.	J. C. [1895] A. C. 229 ..	123, 248, 986
Smith v. Smith	[1891] 3 Ch. 550 ..	509
Smith v. Smith. In re Smith's Policy Trusts	[1894] W. N. 68 ..	920
Smith:—Stamford, Spalding and Boston Banking Co. v.	[1892] 1 Q. B. 765 ..	436
Smith:—Taylor v.	C. A. [1893] 2 Q. B. 65 ..	334, 345
Smith:—Tennant v.	H. L. (S.) [1892] A. C. 150 ..	35, 365
Smith v. Wallace	[1895] 1 Ch. 385 ..	948
Smith's Policy Trusts, In re. Smith v. Smith	[1894] W. N. 68 ..	613, 920
Smith's Settled Estates, In re	[1891] 3 Ch. 65 ..	775
Smith (Henry) & Co. v. Bedouin Steam Navigation Co.	H. L. (S.) [1895] W. N. 150 (6) ..	817
Smith, Hill & Co. v. Pyman, Bell & Co.	[1891] 1 Q. B. 42; C. A. [1891] 1 Q. B. 742 ..	815
Smith & Service v. Rosario Nitrate Co.	[1893] 2 Q. B. 323; C. A. [1894] 1 Q. B. 174 ..	813
Smithson:—Onward Building Society v.	C. A. [1893] 1 Ch. 1 ..	306
Smokeless Powder Co.'s Trade-mark, In re	[1892] 1 Ch. 590 ..	904, 908
Smurthwaite:—Hannay v.	C. A. [1893] 2 Q. B. 412; H. L. (E.) [1894] A. C. 494 ..	628, 641
Smyrna and Cassaba Railway:—Bishop v. (No. 1)	[1895] 2 Ch. 265 ..	166
(No. 2)	[1895] 2 Ch. 596 ..	165
Snagge:—Reg. v.	[1894] 2 Q. B. 440 ..	236
Snaith, In re. Snaith v. Snaith	[1894] W. N. 115 ..	984
Sneath v. Valley Gold, Ltd.	C. A. [1893] 1 Ch. 477 ..	134
Snow v. Boycott	[1892] 3 Ch. 110 ..	490
Snuggs v. Seyd and Kelly's Credit Index Co.	[1894] W. N. 95 ..	625
Snyder Dynamite Projectile Co., In re. Peck v.	[1893] W. N. 37 ..	171
Snyder Dynamite Projectile Co.	C. A. [1893] 2 Q. B. 390 ..	926
Soar v. Ashwell	[1893] W. N. 119 ..	659
Société Anonyme des Verreries de l'Étoile, In re the Trade-mark of (No. 1)	[1894] 1 Ch. 61; C. A. [1894] 2 Ch. 26 ..	905, 908
(No. 2)	[1892] W. N. 22 ..	593, 669
(No. 3)	[1893] W. N. 188 ..	591
(No. 4)	[1895] 2 Ch. 66 ..	363, 846, 851
Solicitor, In re a. (No. 1)	[1894] 1 Q. B. 254 ..	851
(No. 2)	J. C. [1893] A. C. 556 ..	525
(No. 3)	C. A. [1891] 1 Q. B. 413 ..	40, 74, 371
Sollinger v. Broughton	[1895] 2 Ch. 449 ..	115
Soltykoff, In re. Ex parte Margrett	C. A. [1894] 1 Ch. 231 ..	928
Somers-Cocks, In re. Wegg-Prosser v. Wegg-Prosser		
Somerset, In re. Somerset v. Poulett (Earl)		

Name of Case.	Volume and Page.	Column of Digest.
Somerset v. Land Securities Co.	C. A. [1894] 3 Ch. 464 ..	150, 415
Somerset v. Wade	[1894] 1 Q. B. 574 ..	398
Sons of the Clergy Corporation (Governors) and Skinner, In re	[1893] 1 Ch. 178 ..	112
Soto, The	[1893] P. 73 ..	801
South American and Mexican Co., In re. Ex parte Bank of England	C. A. [1895] 1 Ch. 37 ..	306
South American and Mexican Co.:—British Linen Co. v.	C. A. [1894] 1 Ch. 108 ..	130, 180, 654
South American and Mexican Co.:—Industrial and General Trust v.	C. A. [1894] 1 Ch. 108 ..	130, 180
South Australian Petroleum Fields, In re	[1894] W. N. 189 ..	191
South Eastern Railway Co.:—London, Chatham and Dover Railway Co. v.	C. A. [1892] 1 Ch. 120; H. L. (E.) [1893] A. C. 429 ..	391
South Eastern Railway Co.:—Reigate Union (Assessment Committee) v.	[1894] 1 Q. B. 411 ..	731
South Hetton Coal Co. v. North Eastern News Association	C. A. [1894] 1 Q. B. 133 ..	221, 263
South London Tramways Co.:—Rayson v.	C. A. [1893] 2 Q. B. 304 ..	470, 914
South Metropolitan Brewing and Bottling Co., In re South Metropolitan Brewing and Bottling Co.:—Engel v.	[1891] W. N. 51 ..	185
South Shields Union (Assessment Committee):—Dodds v.	[1892] 1 Ch. 442 ..	129, 417
South Staffordshire Tramways Co.:—Claridge v.	C. A. [1895] 2 Q. B. 133 ..	731
South Staffordshire Tramways Co. v. Ebbsmith	[1892] 1 Q. B. 422 ..	32
South Staffordshire Tramways Co.:—Marshall v.	C. A. [1895] 2 Q. B. 669 ..	607
South Staffordshire Tramways Co. v. Sickness and Accident Assurance Association	C. A. [1895] 2 Ch. 36 ..	132, 676, 918
Southby's Patent, In re	C. A. [1891] 1 Q. B. 402 ..	381
"Southgate," The	J. C. [1891] A. C. 432 ..	564
Southport (Corporation) v. Morris	[1893] P. 329 ..	812
Southport (Corporation) v. Ormskirk Union (Assessment Committee)	[1893] 1 Q. B. 359 ..	827
Southwark and Vauxhall Water Co.:—Harrison v.	[1893] 2 Q. B. 468; C. A. [1894] 1 Q. B. 196 ..	733
Southwell v. Governors of Royal Holloway College, Egham	[1891] 2 Ch. 409 ..	530, 533, 534
Soutter:—Reg. v.	[1895] 2 Q. B. 487 ..	358
Soutter v. Roderick	C. A. [1891] 1 Q. B. 57 ..	446, 718
Sovereign Life Assurance Co., In re	[1895] W. N. 156 (7) ..	546
Sovereign Life Assurance Co. v. Dodd	C. A. [1892] 3 Ch. 279 ..	154
Sowerby:—Reg. v.	[1892] 1 Q. B. 405; C. A. [1892] 2 Q. B. 573 ..	67
Soysa, De:—Murugasar Marimuttu v.	[1892] 2 Q. B. 573 ..	245
Spanish Corporation, Ex parte. In re Vitoria	C. C. R. [1894] 2 Q. B. 173 ..	109
Spargo:—Williams v.	P. C. [1891] A. C. 69 ..	44
Sparrow's Settled Estate, In re	C. A. [1894] 1 Q. B. 259 ..	950
Spelman, Ex parte	[1893] W. N. 100 ..	774
Spence, In re. In re Nash. Lewis v. Darby	[1892] 1 Ch. 412 ..	442
Spence:—Dodsworth v. In re Dodsworth	C. A. [1895] 2 Q. B. 174 ..	642
Spenceley, In the Goods of	[1893] W. N. 99 ..	618
Spier & Pond, In re	[1891] 1 Ch. 657 ..	606
Spink:—Hargreave v.	[1892] P. 255 ..	147
Spiral Wood Cutting Co., In re.	[1895] W. N. 135 (2) ..	345, 444, 473
"Spree," The	[1892] 1 Q. B. 25 ..	195, 197
	[1894] 1 Ch. 736 ..	822
	[1893] P. 147 ..	

Name of Case.	Volume and Page.	Column of Digest.
Springfield, In re. Chamberlin v. Springfield	[1894] 3 Ch. 603 ..	991, 995
Sproston:—Ffrench v. In re Beeny ..	[1894] 1 Ch. 499 ..	644
Spurling v. Bantoft ..	[1891] 2 Q. B. 384 ..	422, 473, 876
Square:—Brewer v. ..	[1892] 2 Ch. 111 ..	513
Stafford v. Dyer ..	[1895] 1 Q. B. 566 ..	831
Staffordshire Gas and Coke Co., In re ..	[1893] 3 Ch. 523 ..	172
Staines:—Walthamstow (Local Board) v. ..	C. A. [1891] 2 Ch. 606 ..	791
Stamford (Earl):—Grey v. In re Grey's Trusts ..	[1892] 3 Ch. 88 ..	972
Stamford (Earl of), In re. Payne v. Stamford	[1895] W. N. 157 (12) ..	920
Stamford, Spalding, and Boston Banking Co. v. Smith	[1892] 1 Q. B. 765 ..	436
Stamps (Commissioners of) v. Hope ..	J. C. [1891] A. C. 476 ..	261, 526
Stanbridge:—Studham v. ..	[1895] 1 Q. B. 870 ..	393
Standard Gold Mining Co., In re ..	[1895] 2 Ch. 545 ..	175
Standard Manufacturing Co., In re ..	C. A. [1891] 1 Ch. 627 ..	76, 129
Standard Rolling Stock Syndicate:—Edwards v. ..	[1893] 1 Ch. 574 ..	135
Standring (Herbert) & Co., In re ..	[1895] W. N. 99 ..	185
Stanfield:—Rymer v. In re Rymer ..	C. A. [1895] 1 Ch. 19 ..	115, 983
Stanley v. Powell ..	[1891] 1 Q. B. 86 ..	915
Stanley's Trusts, In re ..	[1893] W. N. 30 ..	923
Stanway's Trusts, In re ..	[1892] W. N. 11 ..	665
"Star" Newspaper Co. v. O'Connor ..	[1893] W. N. 114; C. A. [1893] W. N. 122 ..	208
Starbruck:—Trainor v. ..	[1893] W. N. 196 ..	549
Starkey v. Eyres. In re Deakin ..	[1894] 3 Ch. 565 ..	997
Statham:—Wilson v. ..	[1891] 2 Q. B. 261 ..	232, 598
SS. Bessie Morris Co.:—Assicurazioni Generali v. ..	[1892] 1 Q. B. 571; C. A. [1892] 2 Q. B. 652 ..	812
Steamship Rossmore Co.:—Dobell & Co. v. ..	C. A. [1895] 2 Q. B. 408 ..	814
Steele v. Savory ..	[1891] W. N. 195 ..	609
Steers v. Rogers ..	C. A. [1892] 2 Ch. 13; H. L. (E.) [1893] A. C. 232 ..	560
Stein:—Rein v. ..	[1892] 1 Q. B. 753 ..	666
Steinkopff:—Walter v. ..	[1892] 3 Ch. 499 ..	218
Steinman & Co. v. Angier Line ..	C. A. [1891] 1 Q. B. 619 ..	814
Stenning, In re. Wood v. Stenning ..	[1895] 2 Ch. 433 ..	34
Stephens, In re. Giles v. Stephens ..	[1892] W. N. 140 ..	114, 956
Stephens:—Cooper v. ..	[1895] 1 Ch. 567 ..	214
Stephens v. Green ..	C. A. [1895] 2 Ch. 148 ..	671
Stevens v. Trevor-Garriek ..	[1893] 2 Ch. 307 ..	378, 478
Stevenson, Ex parte. In re Housing of the Working Classes Act, 1890 ..	[1892] 1 Q. B. 394; C. A. [1892] 1 Q. B. 609 ..	584, 589
Stevenson:—Boake v. ..	[1895] 1 Ch. 358 ..	584
Stevenson:—Gibbs (or Stevenson) v. ..	H. L. (S.) [1894] W. N. 104 ..	372
Stevenson:—James v. ..	J. C. [1893] A. C. 162 ..	238, 954
Stevenson & Howell:—Boake, Roberts & Co. v. ..	[1894] W. N. 217 ..	
Steward v. England. In re England ..	[1895] 2 Ch. 100; C. A. [1895] 2 Ch. 820 ..	436
Steward:—Freund v. In re Geck ..	C. A. [1893] W. N. 161 ..	114, 115
Stewart v. Casey. In re Casey's Patents ..	C. A. [1892] 1 Ch. 104 ..	564
Stewart v. Robinson ..	H. L. (S.) [1891] W. N. 122 ..	760
Still:—Lambert v. In re Webb ..	[1894] 1 Ch. 73 ..	840
Still:—Wellby v. (No. 1) ..	[1892] W. N. 6 ..	208, 362
(No. 2) ..	[1893] W. N. 91 ..	503, 839
(No. 3) ..	[1894] 3 Ch. 641 ..	502, 844
(No. 4) ..	[1895] 1 Ch. 524 ..	845
Stock and Share Auction and Banking Co., In re.	[1894] 1 Ch. 736 ..	195, 197

Name of Case.	Volume and Page.	Column of Digest.
Stocken's Settlement Trusts, In re	[1893] W. N. 203	923
Stocks:—Willerton v.	[1892] W. N. 29	991
Stockton Football Co. v. Gaston	[1895] 1 Q. B. 453	590
Stockton and Middlesborough Water Board v. Kirk- leatham Local Board	C. A. [1893] 1 Q. B. 375; H. L. (E.) [1893] A. C. 444	24, 584, 958
Stoddart v. Sagar. Sagar v. Stoddart	[1895] 2 Q. B. 474	340, 461
Stoddart v. Saville	[1894] 1 Ch. 480	789
Stogdon, In re. Ex parte Leigh	[1895] 2 Q. B. 534	39
Stogdon v. Lee	C. A. [1891] 1 Q. B. 661	17, 287, 478, 481, 993
Stokes:—Hicks v.	[1893] 1 Q. B. 124	549
Stone, In re. Baker v. Stone	C. A. [1895] 2 Ch. 196	973
Stone:—Gray v.	[1893] W. N. 133	162
Stone:—Imperial Loan Co. v.	C. A. [1892] 1 Q. B. 599	461
Stone:—James v.	J. C. [1894] A. C. 122	678, 966
Stone v. Lickorish	[1891] 2 Ch. 363	503, 839
Stone's Will, In re	[1893] W. N. 50	69
Storey v. Cooke	[1891] A. C. 297	262
Story v. Sheard	[1892] 2 Q. B. 515	354
Strachan, In re	C. A. [1895] 1 Ch. 439	464, 608
Strachan v. Universal Stock Exchange (No. 1) (No. 2)	C. A. [1895] 2 Q. B. 329 C. A. [1895] 2 Q. B. 697	342 342
Strafford (Earl) and Maples, In re	[1895] W. N. 147 (10); C. A. [1895] W. N. 161 (11)	781, 942
Strand Union (Guardians):—Brighton (Guardians) v. Strapp v. Bull, Sons & Co.	C. A. [1891] 2 Q. B. 156 C. A. [1895] 2 Ch. 1	575 136
Stratheden and Campbell (Lord), In re. Stratheden and Campbell (Lord):—Alt v.	[1894] 3 Ch. 265	115, 956, 988
Stratheden and Campbell (Lord), In re. Cowper v. Stratheden and Campbell	[1893] W. N. 90	18, 972
"Strathgarry," The	[1895] P. 264	805
Streatham and General Estates Co.:—Scott v.	[1891] W. N. 153	507, 640
Streatley, In the Goods of	[1891] P. 172	693
Stretton:—Hitchcock v.	[1892] 2 Ch. 348	841
Stretton's Derby Brewery Co. v. Derby (Corporation) "Strong (N.);" The	[1894] 1 Ch. 431 [1892] P. 105	793 820
Strong v. Carlyle Press (No. 1)	C. A. [1893] 1 Ch. 268	584, 593, 655
(No. 2)	[1893] W. N. 51	131
Stroud v. Wandsworth District Board	[1894] 1 Q. B. 64; C. A. [1894] 2 Q. B. 1	457, 459 471
Strutt:—Tippett v.	[1891] W. N. 112	883
Stuart, In re. Ex parte Cathcart	C. A. [1893] 2 Q. B. 201	836
Stuart v. Bell	C. A. [1891] 2 Q. B. 341	266, 268
Stuart:—Reg. v.	C. C. R. [1894] 1 Q. B. 310	187, 243
Stubbs (Joshua) Ltd., In re. Barney v. Joshua Stubbs, Ltd.	[1891] 1 Ch. 187; C. A. [1891] 1 Ch. 475	179, 654
Stuckey's Banking Co.:—Sanguinetti v.	[1895] 1 Ch. 176	69
Studham v. Stanbridge	[1895] 1 Q. B. 870	393
Sumore v. Campbell & Co.	C. A. [1892] 1 Q. B. 314	618
Sturgeon v. Lawrence. In re Dunning Styles:—Gresham Life Insurance Co. v.	[1894] W. N. 140 H. L. (E.) [1892] A. C. 809	591 366
Sudbury and Poynton Settled Estates, In re. Vernon v. Vernon	[1893] 3 Ch. 74	781
Sudeley (Lord):—Attorney-General v.	[1895] 2 Q. B. 526	258
Sudeley (Lord) and Baines & Co., In re	[1894] 1 Ch. 334	989
Summerfield:—Colac (President) &c. v.	J. C. [1893] A. C. 187	953

Name of Case.	Volume and Page.	Column of Digest.
Tankard:—Reg. v.	C. C. R. [1894] 1 Q. B. 548 ..	156, 163, 243
Tanner v. Oldman	[1895] W. N. 139 (7) ..	449
Taplen v. Taplen	[1891] P. 283 ..	280
Tardy:—Lloyd v. In re Harman	[1894] 3 Ch. 607 ..	580, 635
Tarn, In re	C. A. [1893] 2 Ch. 280 ..	586
Tarn v. Emmerson. In re Leng	C. A. [1895] 1 Ch. 652 ..	752
Tasker v. Tasker	[1895] P. 1 ..	477
Tassell v. Hallen	[1892] 1 Q. B. 321 ..	666
Tatam v. Reeve	[1893] 1 Q. B. 44 ..	841
Tatham, In re. Bensaude v. Hastings	[1892] W. N. 150 ..	276
Tatham:—Bills v. In re Patrick	[1891] 1 Ch. 82 ..	790
Taunton v. Warwickshire (Sheriff)	[1895] 1 Ch. 734; C. A. [1895] 2 Ch. 319 ..	133, 180, 797
Taunton, Delmard, Lane & Co., In re. Christie v. Taunton, Delmard, Lane & Co	[1893] 2 Ch. 175 ..	128
Taws v. Knowles	C. A. [1891] 2 Q. B. 564 ..	964, 993
Taylor, Ex parte. In re Potts	C. A. [1893] 1 Q. B. 648 ..	66, 663, 655
Taylor, In re. Taylor v. Wade	[1894] 1 Ch. 671 ..	311
Taylor, In the Goods of	[1892] P. 90 ..	698
Taylor:—Kershaw v.	[1895] 2 Q. B. 203; C. A. [1895] 2 Q. B. 471 ..	481
Taylor:—McIlquham v.	C. A. [1895] 1 Ch. 53 ..	206
Taylor v. Manchester, Sheffield and Lincolnshire Railway	C. A. [1895] 1 Q. B. 134 ..	204, 598, 722, 899
Taylor:—Marshall v.	C. A. [1895] 1 Ch. 641 ..	89
Taylor:—Mercantile Bank of Sydney v.	J. C. [1893] A. C. 817 ..	969
Taylor:—Neck v.	C. A. [1893] 1 Q. B. 560 ..	660
Taylor:—Owthwaite v. In re Owthwaite	[1891] 3 Ch. 494 ..	933, 934
Taylor v. Reg.	[1895] 1 Q. B. 25 ..	245
Taylor v. Roe (No. 1)	[1893] W. N. 14 ..	591, 592
————— (No. 2)	[1893] W. N. 26 ..	660
————— (No. 3)	[1894] 1 Ch. 413 ..	601
Taylor v. Russell	C. A. [1891] 1 Ch. 8; H. L. (E.) [1892] A. C. 244 ..	511
Taylor:—Seal v. In re Seal	C. A. [1894] 1 Ch. 316 ..	998
Taylor v. Smith	C. A. [1893] 2 Q. B. 65 ..	334, 345
Taylor, Sons & Co.:—Beutsen v. (No. 1)	C. A. [1893] 2 Q. B. 193 ..	660
————— (No. 2)	[1893] 2 Q. B. 274 ..	666
Taylor, Sons & Tarbuck, In re	[1894] 1 Ch. 503 ..	942
Taylor, Stileman & Underwood, In re	C. A. [1891] 1 Ch. 590 ..	850
Teague v. Fox. In re Godden	[1893] 1 Ch. 292 ..	891
Teece, In the Goods of	[1895] W. N. 143 (12) ..	696
Temperance Permanent Building Society:—Brook-lesby v.	C. A. [1893] 3 Ch. 130; H. L. (E.) [1895] A. C. 173 ..	682
Temperton v. Russell (No. 1)	C. A. [1893] 1 Q. B. 485 ..	642, 911
————— (No. 2)	C. A. [1893] 1 Q. B. 715 ..	201, 205, 910
Tendring Union (Guardians) v. Downton	C. A. [1891] 3 Ch. 265 ..	372, 373
Tennant v. Smith	H. L. (S.) [1892] A. C. 150 ..	35, 365
Tennant v. Union Bank of Canada	J. C. [1894] A. C. 31 ..	98, 100, 122
Tennent:—Welch v.	H. L. (S.) [1891] A. C. 639 ..	763
Terrett v. Barlow	[1891] 2 Q. B. 107 ..	455
Terry:—Liles v.	C. A. [1895] 2 Q. B. 679 ..	985
Tetbury (Vicar) v. Tetbury (Churchwardens, &c.)	[1892] P. 271; n. ..	297

Name of Case.	Volume and Page.	Column of Digest.
Thames Conservancy v. London (Port Sanitary Authority)	[1894] 1 Q. B. 647..	454, 751, 895
Thames and Mersey Marine Insurance Co. v. Pitts, Son, & King ..	[1893] 1 Q. B. 476..	388
Tharais Sulphur and Copper Co. v. Morel Brothers & Co. ..	C. A. [1891] 2 Q. B. 647 ..	811
Theatrical Trust, In re. Chapman's Case ..	[1895] 1 Ch. 771 ..	169
"Theta," The ..	[1894] P. 280 ..	803
Thin v. Richards & Co. ..	C. A. [1892] 2 Q. B. 141 ..	819
Thomas, In re. Jaques v. Thomas ..	C. A. [1894] 1 Q. B. 747 ..	110, 837
Thomas, In re. Wood v. Thomas ..	[1891] 3 Ch. 482 ..	890
Thomas (Howell), In re ..	[1893] 1 Q. B. 670..	843
Thomas :—Burkill v. ..	[1892] 1 Q. B. 99; C. A. [1892] 1 Q. B. 312 ..	237, 594, 863
Thomas :—Carter v. ..	[1893] 1 Q. B. 673..	323
Thomas :—Dawes v. ..	C. A. [1892] 1 Q. B. 414 ..	416, 898
Thomas :—Hill v. ..	C. A. [1893] 2 Q. B. 333 ..	353
Thomas :—Kennedy v. ..	C. A. [1894] 2 Q. B. 759 ..	72
Thomas v. Lulham ..	C. A. [1895] 2 Q. B. 400 ..	418
Thomas v. McKeckine. In re Elen ..	[1893] W. N. 90 ..	579
Thomas :—O'Sullivan v. ..	[1895] 1 Q. B. 698..	341
Thomas :—Powell v. ..	[1891] 1 Q. B. 97 ..	231
Thomas :—Reg. v. ..	[1892] 1 Q. B. 426..	394
Thomas :—Saxby v. ..	[1891] W. N. 4; C. A. [1891] W. N. 28 ..	941
Thomas v. Searles ..	C. A. [1891] 2 Q. B. 408 ..	84
Thomas :—Young v. ..	C. A. [1892] 2 Ch. 134 ..	599
Thomas & Co. :—Madell v. ..	C. A. [1891] 1 Q. B. 280 ..	77
"Thomas Joliffe," The "Avon" and The Thomasset v. Thomasset ..	[1891] P. 7 ..	802
Thompson, In re. Ex parte Baylis ..	C. A. [1894] P. 295 ..	277, 374
Thompson v. Brighton Corporation ..	[1894] 1 Q. B. 462 ..	841
Thompson :—Bury v. ..	C. A. [1894] 1 Q. B. 332 ..	222, 354
Thompson v. Mein ..	[1895] 1 Q. B. 231; C. A. [1895] 2 Q. B. 696 ..	423
Thompson :—Montgomery v. ..	[1893] W. N. 202 ..	364, 497
Thompson v. Palmer ..	H. L. (E.) [1891] A. C. 217 ..	905
Thompson :—Reg. v. ..	C. A. [1893] 2 Q. B. 80 ..	666
Thompson :—Rofe v. ..	C. C. R. [1893] 2 Q. B. 12 ..	241
Thompson v. Rourke (No. 1) ..	[1892] 2 Q. B. 196 ..	9
Thompson v. Rourke (No. 2) ..	C. A. [1892] P. 244 ..	285
Thompson :—Smith v. In re Smith ..	[1893] P. 11; C. A. [1893] P. 70 ..	283
Thomson v. Clydesdale Bank ..	[1895] W. N. 144 (15) ..	925
Thomson :—Guyot v. ..	H. L. (S.) [1893] A. C. 282 ..	37, 869
Thomson v. Trustees, Executors, and Securities Insurance Corporation ..	C. A. [1894] 3 Ch. 388 ..	560
Thorley, In re. Massam v. Thorley ..	[1895] 2 Ch. 454 ..	151
Thorn :—Henderson v. ..	C. A. [1891] 2 Ch. 613 ..	256, 931
Thorne v. Cann..	[1893] 2 Q. B. 164 ..	422
Thorne v. Heard ..	H. L. (E.) [1895] A. C. 11 ..	512
Thorne v. Thorne ..	[1893] 3 Ch. 530; C. A. [1894] 1 Ch. 599; H. L. (E.) [1895] A. C. 495 ..	515, 92
Thorne-George v. Godfrey. In re Godfrey ..	[1893] 3 Ch. 196 ..	310 ³⁶
Thorneloe v. Hill ..	C. A. [1895] W. N. 12 ..	584
Thornley v. Thornley ..	[1894] 1 Ch. 569 ..	417
Thorpe, In re. Vipont v. Radcliffe ..	[1893] 2 Ch. 229 ..	54, 57,
	[1891] 2 Ch. 360 ..	553

Name of Case.	Volume and Page.	Column of Digest.
"Thorsa," The (Owners of):—The "Otto" (Owners of) v. The "Otto"	H. L. (S.) [1894] A. C. 116	822
Thurlow (Lord), In re. Ex parte Official Receiver ..	[1895] 1 Q. B. 724 ..	63
Thurlow (Lord):—Marwick v.	[1895] 1 Ch. 776 ..	131
Thursby v. Briercliffe-cum-Extwistle (Churchwardens, &c.)	[1894] 1 Q. B. 567; C. A. [1894] 2 Q. B. 11; H. L. (R.) [1895] A. C. 32 ..	411, 494, 732, 871
Thynne v. Sarl	[1891] 2 Ch. 79 ..	507
Tibbatts v. Boulter	[1895] W. N. 152 (4) ..	209
Tidd, In re. Tidd v. Overell	[1893] 3 Ch. 154 ..	87, 437
Tidy:—Reg. v.	[1892] 2 Q. B. 179 ..	718
Tilbury Portland Cement Co., In re	[1893] W. N. 141 ..	149
Tillott, In re. Lee v. Wilson	[1892] 1 Ch. 86 ..	930
Tillstone:—Blaker v.	[1894] 1 Q. B. 345 ..	534, 881
Timberhill, St. John the Baptist (Rector, &c.):—The Same (Vicar, &c.) v.	[1895] P. 71 ..	297
Timmis v. Albiston	[1895] 2 Q. B. 58 ..	548
Tindall, Ex parte. Burchard v. Macfarlane ..	C. A. [1891] 2 Q. B. 241 ..	607
Tippett v. Strutt	[1891] W. N. 112 ..	383
Tithe Act, 1891, In re The. Hughes v. Rimmer ..	[1893] 2 Q. B. 314 ..	898
Tithe Act, 1891, In re The. Jones v. Cooke ..	[1894] 1 Q. B. 213 ..	736, 862, 864, 899
Tithe Act, 1891, In re The. Roberts v. Potts ..	[1893] 2 Q. B. 33; C. A. [1894] 1 Q. B. 213 ..	736, 862, 864, 899
Titterton:—Reg. v.	[1895] 2 Q. B. 61 ..	10
Tobias & Co., In re. Ex parte H. A. Tobias ..	[1891] 1 Q. B. 463 ..	50
Tobitt:—Gower v.	C. A. [1891] W. N. 6 ..	587, 590, 632, 656
Tod-Heatley:—Leader v.	[1891] W. N. 38 ..	679
Tod-Heatly:—Shorter v.	[1894] W. N. 21 ..	602, 847
Toffield v. Roberts	[1894] W. N. 74 ..	590, 676
Tolley:—Renner v.	[1893] W. N. 90 ..	423
Tombs:—Brown v.	[1891] 1 Q. B. 253 ..	548
Tomkinson v. Balkis Consolidated Co.	C. A. [1891] 2 Q. B. 614; H. L. (E.) [1893] A. C. 396 ..	158, 162
Tomkinson:—Martin v.	[1893] 2 Q. B. 121 ..	545
Tomlinson:—Reg. v.	C. C. R. [1895] 1 Q. B. 706	243
Tomson:—Barnard v.	[1894] 1 Ch. 374 ..	93
Tong:—Bassett v.	[1894] 2 Q. B. 332 ..	235
Tonge v. Tonge	[1892] P. 51 ..	275
Tooth v. Power	J. C. [1891] A. C. 284 ..	524
Toronto (Corporation):—Toronto Street Railway Co. v. Toronto Street Railway Co. v. Toronto (Corporation)	J. C. [1893] A. C. 511 ..	103
Tottenham:—Royal Bank of Scotland v.	J. C. [1893] A. C. 511 ..	103
Tottenham and Forest Gate Railway Co.:—Houghton v.	C. A. [1894] 2 Q. B. 715 ..	72, 118
Tottenham and Forest Gate Railway Co.:—Morris v. ..	[1892] W. N. 88 ..	648
Tottenham and Forest Gate Railway Co.:—Protheroe v.	[1892] 2 Ch. 47 ..	724
Tower Assets Co.:—Beckett v.	C. A. [1891] 3 Ch. 278 ..	723
Towerson v. Jackson	[1891] 1 Q. B. 1; C. A. [1891] 1 Q. B. 638 ..	77
Townsend, Claimant. Buckley v. Crawford ..	C. A. [1891] 2 Q. B. 484 ..	428, 501
Tennant's Contract, In re	[1893] Q. B. 105 ..	362
Tennant v. Starbruck	[1895] 1 Ch. 716 ..	949
Terrett v. Uttley	[1893] W. N. 196 ..	549
Terry:—v. Jones	[1894] 1 Q. B. 233 ..	793
Tetbury (v. Grantham (Town Clerk of)	[1894] 1 Q. B. 83 ..	394
	[1895] 1 Q. B. 163 ..	547

Name of Case.	Volume and Page.	Column of Digest.
Tredegar Iron and Coal Co. v. Owners of SS. "Calliope"	H. L. (E.) [1891] A. C. 11	831
Tredwell, In re. Jeffray v. Tredwell (No. 1)	C. A. [1891] 2 Ch. 640 ..	976, 979
(No. 2)	[1891] W. N. 201 ..	309
Tremer :—Ecclesiastical Commissioners v.	[1893] 1 Ch. 166 ..	426
Trego v. Hunt	C. A. [1895] 1 Ch. 462; H. L. (E.) [1895] W. N. 153 (8) ..	552
Treharris Brewery Co.:—Davies v.	[1894] W. N. 198 ..	480, 601
Treleaven :—Ourran v.	[1891] 2 Q. B. 545 ..	243, 911
Trench v. Hamilton. In re Hamilton	[1895] 1 Ch. 373; C. A. [1895] 2 Ch. 370 ..	969
Trench v. Heathcote. In re Heathcote	[1891] W. N. 10 ..	788
Trent-Stoughton v. Barbados Water Supply Co.	J. C. [1893] A. C. 502 ..	70
Trevor Garrick :—Stevens v.	[1893] 2 Ch. 307 ..	378, 478
Trew v. Perpetual Trustee Co.	J. C. [1895] A. C. 264 ..	527, 991
Trinidad and Tobago (Attorney-General for) v. Bourne	J. C. [1895] A. C. 83 ..	248, 916
Trinidad and Tobago (Attorney-General for) v. Eriché	J. C. [1893] A. C. 518 ..	238, 307, 916
Tritton, In re	[1891] W. N. 194 ..	416
Tritton :—Blewitt v.	C. A. [1892] 2 Q. B. 327 ..	588, 880
Trollope v. London Building Trades Federation	[1895] W. N. 29; C. A. [1895] W. N. 45 ..	267, 625, 911
Troughton, In re. Rent and General Collecting and Estate Co. v. Troughton	[1894] W. N. 154 ..	335
Troup, Ex parte. In re Hawkins	C. A. [1895] 1 Q. B. 404 ..	61
Trouville Pier and Steamboat Co. and Harding :—Darlington Wagon Co. v.	[1891] 1 Q. B. 245 ..	24
Trubee's Trusts, In re	[1892] 3 Ch. 55 ..	922
Trubshawe :—Sheba Gold Mining Co. v.	[1892] 1 Q. B. 674 ..	679
Truman's Case. In re Brewery Assets Corporation	[1894] 3 Ch. 272 ..	146, 158
Truman, Hanbury, Buxton & Co., Ltd. v. Kerslake	[1894] 2 Q. B. 774 ..	454
Trust and Investment Corporation of South Africa, In re	C. A. [1892] 3 Ch. 332 ..	173, 174
Trustee in Bankruptcy, Ex parte. In re Helsby	C. A. [1894] 1 Q. B. 742 ..	44
Trustee in Bankruptcy, Ex parte. In re Hildesheim	C. A. [1893] 2 Q. B. 357 ..	59
Trustee in Bankruptcy, Ex parte. In re Semenza	C. A. [1894] 1 Q. B. 15 ..	56
Trustee in Bankruptcy, Ex parte. In re Vince	[1892] 1 Q. B. 587; C. A. [1892] 2 Q. B. 478 ..	553
Trustee in Bankruptcy v. Brown	C. A. [1895] 1 Q. B. 324 ..	65
Trustees, Executors, and Securities Investment Corporation :—Imperial Ottoman Bank v.	[1895] W. N. 23 ..	209
Trustees, Executors, and Securities Corporation :—Thomson v.	[1895] 2 Ch. 454 ..	151
Truswell :—Hollinrake v.	[1893] 2 Ch. 377; C. A. [1894] 3 Ch. 420 ..	213, 559
Tsune Kijima and Others v. Peninsula and Oriental Steam Navigation Co.	J. C. [1895] A. C. 661 ..	329, 628
Tucker, In re. Tucker v. Tucker (No. 1)	[1893] 2 Ch. 323 ..	17
(No. 2)	[1894] 1 Ch. 724; C. A. [1894] 3 Ch. 429 ..	557, 925, 933
Tucker v. Vowles	[1893] 1 Ch. 195 ..	943
Tucker's Settled Estates, In re	C. A. [1895] 2 Ch. 468 ..	776
Tucket v. Shaw. In re Shaw	[1895] 1 Ch. 343 ..	259, 305, 584
Tugwell :—Wright v. In re Robinson	[1892] 1 Ch. 95 ..	114, 617
Tullett v. Colville. In re Wood	[1894] 2 Ch. 310; C. A. [1894] 3 Ch. 381 ..	54, 57, 553

Name of Case.	Volume and Page.	Column of Digest.
Tulley :—Dyer v.	[1894] 2 Q. B. 794 ..	864, 879
Tullis v. Jackson	[1892] 3 Ch. 441 ..	22, 25, 90
Tunbridge Wells (Corporation) :—Baird v. ..	C. A. [1894] 2 Q. B. 867 ..	874, 934
Tunks :—Batho v.	[1892] W. N. 101 ..	749
Turnbull v. West Riding Athletic Club (Leeds) ..	[1894] W. N. 4 ..	138, 619
Turnell v. Sanderson	[1891] W. N. 71 ..	25, 554
Turner v. Goldsmith	C. A. [1891] 1 Q. B. 544 ..	208
Turner v. Green	[1895] 2 Ch. 205 ..	855
Turner :—Greenwood v.	[1891] 2 Ch. 144 ..	945
Turner :—Jacomb v.	[1892] 1 Q. B. 47 ..	364
Turner :—Jersey (Attorney-General and Receiver-General) v.	J. C. [1893] A. C. 326 ..	402
Turner v. King. In re Davenport	[1895] 1 Ch. 361 ..	474
Turner v. Mersey Docks and Harbour Board. The "Zeta"	[1891] P. 216; C. A. [1892] P. 285; H. L. (E.) [1893] A. C. 468 ..	228, 800
Tusaud (Louis) :—Monson v.	[1894] 1 Q. B. 671 ..	621
Tussauds, Ltd. :—Monson v.	C. A. [1894] 1 Q. B. 671 ..	621
Tuticorin Cotton Press Co., In re	[1894] W. N. 181 ..	161, 761
Tweedale, In re. Ex parte Tweedale	[1892] 2 Q. B. 216 ..	52
Twigg, In re. Twigg v. Black	[1892] 1 Ch. 579 ..	394
Twigg & Co. :—Westbury v. Gregson (Claimant) ..	[1892] 1 Q. B. 77 ..	196
Twist :—Gwilliam v.	[1895] 1 Q. B. 557; C. A. [1895] 2 Q. B. 84 ..	484
Twyerould v. Chamber Colliery Co.	C. A. [1892] W. N. 27 ..	496
Tyler, In re. Tyler v. Tyler	[1891] 3 Ch. 252 ..	114, 115 975, 988
Tylor and International Commercial Co. :—Reg. v. ..	C. A. [1891] 2 Q. B. 588 ..	151, 585
Tylor :—Oriental Steamship Co., Ltd.	C. A. [1893] 2 Q. B. 518 ..	815
Tyrdall v. Castle	[1893] W. N. 40 ..	943
Tyne Improvement Commissioners. :—Arrow Ship-ping Co. v. The "Crystal"	H. L. (E.) [1894] A. C. 508	350, 833
"Tynwald," The	[1895] P. 142 ..	229, 806
Tyrrell v. Painton (No. 1)	C. A. [1894] P. 151 ..	704
(No. 2)	C. A. [1895] 1 Q. B. 202 ..	651
Tyrrell :—Reg. v.	C. C. R. [1894] 1 Q. B. 710	242
Tyssen, In re. Knight-Bruce v. Butterworth ..	[1894] 1 Ch. 56 ..	578
U.		
Ugle :—Ellenor v.	[1895] W. N. 161 (8) ..	508
Ultzen v. Nicols	[1894] 1 Q. B. 92 ..	33
"Umbilo," The	[1891] P. 118 ..	829
Underwood v. Underwood	C. A. [1894] P. 204 ..	276
Underwood :—Wimbledon Local Board v.	[1892] 1 Q. B. 836 ..	79, 736
Underwood, Son, & Piper v. Lewis	C. A. [1894] 2 Q. B. 306 ..	853
Underwriting and Agency Association :—Henderson v. Union Bank of Australia, Ex parte. In re Queensland Mercantile and Agency Co. Ex parte Australasian Investment Co. (No. 1)	[1891] 1 Q. B. 557 ..	608
(No. 2)	[1891] 1 Ch. 536; C. A. [1892] 1 Ch. 219 ..	199
Union Bank of Canada :—Tennant v.	[1891] W. N. 132 ..	194
Union Marine Insurance Co. v. Borwick	J. C. [1894] A. C. 31 ..	99, 100, 122
Union Steamship Co. v. Claridge	[1895] 2 Q. B. 279 ..	385
Union Works :—Oldrey v.	J. C. [1894] A. C. 185 ..	486
Terry :—Oldrey v.	[1895] W. N. 77 ..	130, 133, 635
Tetbury Club, Ltd., In re	[1891] W. N. 64 ..	178, 181

Name of Case.	Volume and Page.	Column of Digest.
United Alkali Co. v. Simpson	[1894] 2 Q. B. 116	349
United Forty Pound Loan Club v. Bexton	[1891] 1 Q. B. 28, n.	77
United Kingdom Mutual Steamship Association :— Montgomery v.	[1891] 1 Q. B. 370	389
Universal Automatic Machines Co. :—Wallace v.	C. A. [1894] 2 Ch. 547	130
Universal Stock Exchange Ltd. :—McHarg v.	[1895] 2 Q. B. 81	587
Universal Stock Exchange :—Strachan v. (No. 1)	C. A. [1895] 2 Q. B. 329	342
(No. 2)	C. A. [1895] 2 Q. B. 697	342
Unwin v. Hanson	[1891] 2 Q. B. 115	352
Unwin v. McMullen	[1891] 1 Q. B. 694	548, 585
Upton v. Jeans. In re Jeans	[1895] W. N. 98	973, 978
"Utopia," The. The "Utopia" (Owners of) v.	J. C. [1893] A. C. 492	822, 825
"Primula" (Owners, &c., of)		
Uttermare, In re. Leeson v. Foulis	[1893] W. N. 158	998
Uttley :—Travis v.	[1894] 1 Q. B. 233	793
Uxbridge Union Rural Sanitary Authority :—Earl Jersey v. (No. 1)	[1891] W. N. 31	792
(No. 2)	[1891] 3 Ch. 183	793
V.		
Vagliano Brothers :—Bank of England v.	H. L. (E.) [1891] A. C. 107 {	37, 73, 861
Vale of Evesham Preserves Co. :—Davies v.	[1895] W. N. 103	650
Valley Gold, Ltd. :—Sneath v.	C. A. [1893] 1 Ch. 477	134
Vanderspar & Co. v. Duncan & Co.	[1891] W. N. 178	817
Vane :—Millbank v.	[1893] 3 Ch. 79	894
Vansittart, In re. Ex parte Brown (No. 1)	[1893] 1 Q. B. 181	70
(No. 2)	[1893] 2 Q. B. 877	70
Varieties (The), In re	[1893] 2 Ch. 235	195
Varty :—Delobel-Filipo v.	[1893] 1 Q. B. 663	237, 648
Vassall :—Knapp v. In re Knapp's Settlement	[1895] 1 Ch. 91	791
Vaughan-Sherrin Electrical Engineering Co. :— Hamilton v.	[1894] 3 Ch. 589	372
Vavasour :—Micklethwaite v.	[1893] W. N. 61	658
Vawdrey v. Simpson	[1895] W. N. 152 (7)	554
Venables v. Baring Brothers & Co.	[1892] 3 Ch. 527	522
Venn and Furze, In re	[1894] 2 Ch. 101	952
Verner v. General and Commercial Investment Trust	C. A. [1894] 2 Ch. 239	144
Vernon v. Vernon. In re Sudbury and Poynton Settled Estates	[1893] 3 Ch. 74	781
Vernon v. Watson	[1891] 1 Q. B. 400; C. A. [1891] 2 Q. B. 288	337
Verreries de l'Etoile La Société Anonyme des, In re, Trade-mark of (No. 1)	[1893] W. N. 119	659
(No. 2)	[1894] 1 Ch. 61; C. A. [1894] 2 Ch. 26	905, 908
Veterinary Surgeons (Royal College of) :—Robin- son v.	[1892] 1 Q. B. 557	953
Victoria Brewery Co. :—East Stonehouse Local Board v.	[1895] 2 Ch. 514	603
Victoria, Supreme Court (Master in Equity) :— Beaver v.	J. C. [1895] A. C. 251	254, 954
Vidler :—Kent County Council v.	C. A. [1895] 1 Q. B. 448	354
Villensky :—Reg. v.	[1892] 2 Q. B. 597	244
Vinall v. De Pass	H. L. (E.) [1892] A. C. 90	617
Vince, In re. Ex parte Baxter. Ex parte Trustee in Bankruptcy	[1892] 1 Q. B. 587; C. A. [1892] 2 Q. B. 478	54, 57, 553

Name of Case.	Volume and Page.	Column of Digest.
"Vindomora," The. Owners of the SS. "Vindomora" v. Lamb and Owners of SS. "Haswell"	H. L. (E.) [1891] A. C. 1 ..	820
Vine v. Raleigh (No. 1)	C. A. [1891] 2 Ch. 18 ..	918, 970
Vine v. Raleigh (No. 2)	[1895] W. N. 150 (7) ..	785
Vipont v. Butler	[1893] W. N. 64 ..	848, 932
Vipont v. Radcliffe. In re Thorpe	[1891] 2 Ch. 360 ..	7, 840
Vitoria, In re. Ex parte Spanish Corporation	C. A. [1894] 1 Q. B. 259 ..	44
Vitoria, In re. Ex parte Vitoria	C. A. [1894] 2 Q. B. 387 ..	56, 61
Vogan & Co. :—Cotton v.	C. A. [1895] 2 Q. B. 652 ..	444
Von Joel v. Hornsey	C. A. [1895] 2 Ch. 774 ..	484
Vowles v. Colmer	[1895] W. N. 42 ..	794
Vowles :—Tucker v.	[1893] 1 Ch. 195 ..	943
Vreones :—Reg. v.	C. C. R. [1891] 1 Q. B. 360 ..	241
Vyse :—Payne-Collier v. In re Lawrenson	[1891] W. N. 28 ..	991
W.		
Waddell v. Waddell	[1892] P. 226 ..	279, 658
Wade v. Palmer	[1894] 1 Q. B. 268 ..	547
Wade :—Palmer v.	[1894] 1 Q. B. 268 ..	547
Wade :—Somerset v.	[1894] 1 Q. B. 574 ..	398
Wade :—Sutton v.	[1891] 1 Q. B. 269 ..	549
Wade :—Taylor v. In re	[1894] 1 Ch. 671 ..	311
Wainwright & Co. :—Parkinson v.	[1895] W. N. 63 ..	181
Waite :—Reg. v.	[1892] 2 Q. B. 600 ..	242
Waithman :—Lynde v.	C. A. [1895] 2 Q. B. 180 ..	505, 678
Wakefield :—Sharpe v.	H. L. (E.) [1891] A. C. 173 ..	395
Wakefield (Corporation) :—Holliday v.	H. L. (E.) [1891] A. C. 81 ..	495, 961
Wakefield Rolling Stock Co., In re	[1892] 3 Ch. 165 ..	165
Walker, In re. Sheffield Banking Co. v. Clayton	[1892] 1 Ch. 621 ..	686
Walker v. Bach. Lloyd's Bank v. Bach. In re Bach	[1892] W. N. 108 ..	6
Walker v. Baird	J. C. [1892] A. C. 491 ..	249
Walker v. Burchnell. In re Burchnell	[1893] W. N. 171 ..	554
Walker v. Crawshaw. In re Crawshaw	[1891] 3 Ch. 176 ..	789
Walker v. Crystal Palace District Gas Co.	[1891] 2 Q. B. 300 ..	597
Walker :—Dibb v.	[1893] 2 Ch. 429 ..	436, 865
Walker :—Hamilton v.	[1892] 2 Q. B. 25 ..	880
Walker :—Hudson v.	[1894] W. N. 180 ..	592
Walker :—Ray v.	[1892] 2 Q. B. 88 ..	414
Walker's Settled Estate, In re	[1894] 1 Ch. 189 ..	775, 778
Walkley, In the Goods of	[1893] W. N. 62 ..	708
Wallace v. Gibson	H. L. (S.) [1895] A. C. 354 ..	762
Wallace :—Smith v.	[1895] 1 Ch. 385 ..	948
Wallace v. Universal Automatic Machines Co.	C. A. [1894] 2 Ch. 547 ..	130
Wallasey (Local Board) :—Hill v.	[1892] 3 Ch. 117; C. A. [1894] 1 Ch. 133 ..	962
Wallasey Brick and Land Co., In re	[1894] W. N. 20 ..	152
Wallen v. Lister	[1894] 1 Q. B. 312 ..	448
Wallis, In re. Ex parte Board of Trade	C. A. [1891] W. N. 68 ..	51
Wallis v. Bendy. In re Bendy	[1895] 1 Ch. 109 ..	786
Wallis v. Hands	[1893] 2 Ch. 75 ..	331, 426, 428
Wallroth v. Roper	H. L. (E.) [1892] A. C. 125 ..	158
Wallsend Local Board :—Crumble v.	C. A. [1891] 1 Q. B. 503 ..	435
Walpole :—Wiedemann v.	[1891] 2 Q. B. 534 ..	89, 308
Walsh, In the Goods of	[1892] P. 230 ..	695
Walsh :—Fecitt v.	[1891] 2 Q. B. 304 ..	11
Walsh v. Reg.	J. C. [1894] A. C. 144 ..	716

TABLE OF CASES IN THE DIGEST.

xxxix

Name of Case.	Volume and Page.	Column of Digest.
Walter :—Australasian Automatic Weighing Machine Co. v.	[1891] W. N. 170 ..	634
Walter v. Everard	C. A. [1891] 2 Q. B. 369 ..	20, 372
Walter v. Steinkopff	[1892] 3 Ch. 489 ..	218
"Walter D. Wallet," The	[1893] P. 202 ..	4, 803
Walters :—Emmott & Co. v.	[1891] W. N. 79 ..	610
Walthamstow (Local Board) v. Staines	C. A. [1891] 2 Ch. 606 ..	791
Walton-on-the-Hill (Overseers) v. Jones	[1893] 2 Q. B. 175 ..	737
Wandsworth (District Board) v. Bird	[1892] 1 Q. B. 481 ..	457
Wandsworth (District Board) :—Stroud v.	[1894] 1 Q. B. 64; C. A. [1894] 2 Q. B. 1 ..	457, 459, 471
Wanklyn :—Kemp v.	[1894] 1 Q. B. 265; C. A. [1894] 1 Q. B. 583 ..	549
Wanzer, Ltd., In re	[1891] 1 Ch. 305 ..	196, 764
War, Secretary of State for :—Reg. v.	C. A. [1891] 2 Q. B. 326 ..	
Warburton :—Hope v.	[1892] 2 Q. B. 134 ..	398
Warburton v. Huddersfield Industrial Society	[1892] 1 Q. B. 213; C. A. [1892] 1 Q. B. 817 ..	369
Ward v. Duncombe	H. L. (E.) [1893] A. C. 369 {	511, 930, 931
Ward v. Gamgee	[1891] W. N. 165 ..	613
Ward v. Monaghan	C. A. [1894] W. N. 123 (8)	421
Ward's Settled Estates, In re	[1895] W. N. 41 ..	774, 777
Ward, Lock, Bowden & Co. :—Bridewell Hospital (Governors of) v.	[1892] W. N. 194 ..	433
Warden & Sons :—Constantine & Co. v.	C. A. [1895] W. N. 143 (11)	806
Ware, In re	[1892] 1 Ch. 344 ..	466
Ware :—Evans v.	[1892] 3 Ch. 502 ..	371, 747
Warner :—Salaman v.	C. A. [1891] 1 Q. B. 734 ..	588
Warren v. Murray	C. A. [1894] 2 Q. B. 648 ..	437
Warren v. Warren	[1895] W. N. 72 ..	365
Warwickshire (Sheriff of) :—Taunton v.	[1895] 1 Ch. 734; C. A. [1895] 2 Ch. 319 ..	133, 180, 797
Washington Diamond Mining Co., In re	C. A. [1893] 3 Ch. 95 ..	52, 66, 128, 144, 176
Waterhouse v. Waterhouse	C. A. [1893] P. 284 ..	284
Waterloo and City Railway :—Farmer v.	[1895] 1 Ch. 527 ..	415
Waterproof Materials Co., In re	[1893] W. N. 18 ..	172
Watson, In re. Cox v. Watson	[1892] W. N. 192 ..	990
Watson, In re. Ex parte Johnston. Johnston v. Watson	C. A. [1893] 1 Q. B. 21 ..	362, 405
Watson :—Chiffieriel v. In re Chiffieriel	[1895] W. N. 106 ..	968, 994
Watson :—Rose v.	[1894] 2 Q. B. 90 ..	295
Watson :—Vernon v.	[1891] 1 Q. B. 400; C. A. [1891] 2 Q. B. 288 ..	337
Watson (W.) & Sons, Ltd., In re	[1891] 2 Ch. 55 ..	181
Watt & Co. :—Willetts v.	C. A. [1892] 2 Q. B. 92 ..	486
Watteau v. Fenwick	[1893] 1 Q. B. 346 ..	685
Watts :—Smart & Son v.	[1895] 1 Q. B. 219 ..	9
Watts, Ward & Co. :—Dobell & Co. v.	[1891] W. N. 131 ..	810
Waudby :—Reg. v.	[1895] 2 Q. B. 482 ..	242
Wavell v. Mitchell	[1891] W. N. 86 ..	506, 641
Wavell v. Mitchell. In re Wavell	[1892] W. N. 11 ..	506
Waygood :—Wild v.	[1892] 1 Q. B. 783 ..	486
Waynes Marthyr Co. v. Radford	[1895] W. N. 150 (4)	605, 637
Weardale Coal and Iron Co. v. Hodson	C. A. [1894] 1 Q. B. 598 ..	82
Weare, In re	C. A. [1893] 2 Q. B. 439 ..	852
Weatherley v. Layton	[1892] W. N. 165 ..	126

Name of Case.	Volume and Page.	Column of Digest.
Weaverham (Overseers):—Heath v.	[1894] 2 Q. B. 108	307, 358
Webb, In re. Lambert v. Still	C. A. [1894] 1 Ch. 73	840
Webb:—Lemmon v.	C. A. [1894] 3 Ch. 1; H. L. (E.) [1895] A. C. 1	581, 584
Webb v. Shropshire Railways Co.	C. A. [1893] 3 Ch. 307	722
Webster, In re	[1891] 2 Ch. 102	842
Wedlake:—Mustapha v.	[1891] W. N. 201	290
Wedmore:—Symons v.	[1894] 1 Q. B. 401	397
Weeks:—Joyner v.	C. A. [1891] 2 Q. B. 31	422
"Wega," The	[1895] P. 156	823, 895
Wegg-Prosser v. Evans	[1894] 2 Q. B. 101; C. A. [1895] 1 Q. B. 108	688
Wegg-Prosser v. Wegg-Prosser. In re Somers-Cocks	[1895] 2 Ch. 449	115
Weise:—Mitchell v. Ex parte Friedheim	[1892] W. N. 139	54, 555
Welch v. Colt. In re Brace	[1891] 2 Ch. 671	578
Welch v. Tennent	H. L. (S.) [1891] A. C. 639	763
Wellby v. Still (No. 1)	[1892] W. N. 6	203, 362
————— (No. 2)	[1893] W. N. 91	503, 839
————— (No. 3)	[1894] 3 Ch. 641	502, 844
————— (No. 4)	[1895] 1 Ch. 524	845
Wells, In re. Ex parte Collins	[1892] W. N. 96	54, 613
Wells:—Cheston v.	[1893] 2 Ch. 151	505
Wells:—Willis v.	[1892] 2 Q. B. 225	336
Welton, Ex parte. In re Railway Time-Tables Publishing Co.	C. A. [1895] 1 Ch. 255	159, 165
Wendon v. London County Council	[1894] 1 Q. B. 227; C. A. [1894] 1 Q. B. 812	447
Wenham, In re. Hunt v. Wenham	[1892] 3 Ch. 59	313, 436, 635, 636
Wenman v. Lyon & Co.	[1891] 1 Q. B. 634; C. A. [1891] 2 Q. B. 192	78
West:—De Mestre v.	J. C. [1891] A. C. 264	525, 789, 790
West:—Haigh v.	C. A. [1893] 2 Q. B. 19	382, 440
West:—Western Wagon and Property Co. v.	[1892] 1 Ch. 271	205
West v. Wythes. In re Wythes	[1893] 2 Ch. 369	760
West Australian Land Co. v. Forrest, Commissioner of Crown Lands	J. C. [1894] A. C. 176	966
West Cowes Local Board:—Meador v.	C. A. [1892] 3 Ch. 18	793
West Cumberland Iron and Steel Co., In re	[1893] 1 Ch. 713	194, 200
West of England Iron, Timber and Charcoal Co.:—Patten v.	[1894] 2 Q. B. 159	597
West Ham (Churchwardens, &c.) v. Fourth City Mutual Building Society	[1892] 1 Q. B. 654	735, 864
West Ham (Churchwardens, &c.):—London County Council v. (No. 1)	C. A. [1892] 2 Q. B. 44; H. L. (E.) [1893] A. C. 562	453, 735
————— (No. 2)	C. A. [1892] 2 Q. B. 173	604
West Ham Union (Guardians) v. Bethnal Green, St. Matthew (Churchwardens) (No. 1)	[1892] 2 Q. B. 65; C. A. [1892] 2 Q. B. 676; H. L. (E.) [1894] A. C. 230	575
————— (No. 2)	C. A. [1895] 1 Q. B. 662	573
West Ham Union v. Cardiff Union	[1895] 1 Q. B. 766	574
West India Improvement Co. v. Attorney-General of Jamaica	J. C. [1894] A. C. 243	401, 728
West, King and Adams, In re. Ex parte Clough	[1892] 2 Q. B. 102	883
West London and General Permanent Benefit Building Society, In re	[1894] 2 Ch. 352	93, 94, 95
West Metropolitan Tramways Co.:—Aldred v.	C. A. [1891] 2 Q. B. 398	913.

TABLE OF CASES IN THE DIGEST.

ccxxi

Name of Case.	Volume and Page.	Column of Digest.
West Metropolitan Tramways Co.:—Bartlett v. (No. 1)	[1893] W. N. 139; [1893] 3 Ch. 487	634, 913
.. .. . (No. 2)	[1894] 2 Ch. 286	913
West Riding Athletic Club (Leeds):—Turnbull v. ..	[1894] W. N. 4	138, 619
West Riding of Yorkshire (County Council):—Reg. v. C. A. [1895] 1 Q. B. 805 ..		226, 571
West Riding of Yorkshire (County Council) v. Holm-	C. A. [1894] 2 Q. B. 842 ..	752
forth Urban Sanitary Authority		
West Surrey Water Co. v. Chertsey Union (Guardians)	[1894] 3 Ch. 513	962
Westacott v. Bevan	[1891] 1 Q. B. 774	648, 850
Westacott:—Pape v.	C. A. [1894] 1 Q. B. 272 ..	108, 118, 684
Westbury v. Twigg & Co. Gregson (Claimant) ..	[1892] 1 Q. B. 77	196
Western Counties and South Wales Telephone Co.:—Hooper v.	[1892] W. N. 148	136
Western Insurance Co., Ex parte. In re Eddystone Marine Insurance Co.	[1892] 2 Ch. 423	390
Western National Bank of City of New York v. Perez, Triana & Co.	C. A. [1891] 1 Q. B. 304 ..	662, 663
Western Wagon and Property Co. v. West	[1892] 1 Ch. 271	205
Westmore v. Paine	[1891] 1 Q. B. 482	876
Westmoreland Green and Blue Slate Co., In re	[1892] W. N. 2	175
Westmoreland Green and Blue Slate Co., In re. Bland's Case	C. A. [1893] 2 Ch. 612 ..	139
Westmoreland Green and Blue Slate Co. v. Feilden ..	C. A. [1891] 3 Ch. 15	33, 167
Weymouth and Channel Islands Steam Packet Co., In re	[1891] 1 Ch. 66	159, 165
Whadcoat:—London Financial Association v. ..	C. A. [1893] 3 Ch. 307 ..	722
Whadcoat v. Shropshire Railways Co.	C. A. [1893] 3 Ch. 307 ..	722
Wharton v. Masterman	H. L. (E.) [1895] A. C. 186	970
Wharton:—Surman v.	[1891] 1 Q. B. 491	476
Wheat v. Brown	[1892] 1 Q. B. 418	10
Wheaton v. Maple & Co.	[1893] 3 Ch. 48	434
Wheeler and De Rochow, In re	[1895] W. N. 154 (15) ..	922
Wheeler v. Sargeant	[1893] W. N. 128	935
Whiffen v. Malling (Justices of)	C. A. [1892] 1 Q. B. 362 ..	396
Whiston's Settlement, In re. Lovatt v. Williamson	[1894] 1 Ch. 661	787
Whitaker:—Nuttall v. In re Hartley (No. 1) ..	[1891] 2 Ch. 121	669
.. .. . (No. 2)	[1892] W. N. 49	653
White, In re. White v. White	C. A. [1893] 2 Ch. 41	114, 995
White v. Cohen	C. A. [1893] 1 Q. B. 580 ..	232
White v. Duvernay	[1891] P. 290	702
White v. Ellis. In re Wyatt	C. A. [1892] 1 Ch. 188 ..	511, 980,
.. .. .	H. L. (E.) [1893] A. C. 369 ..	931
White:—Mellin v.	C. A. [1894] 3 Ch. 276 ..	267, 626
.. .. .	H. L. (E.) [1895] A. C. 154 ..	
White:—Ross v.	C. A. [1894] 3 Ch. 326 ..	554, 596
White, W. N. & Co., Ltd.:—Furness, Withy & Co., Ltd. v.	C. A. [1894] 1 Q. B. 483 ..	808
.. .. .	H. L. (E.) [1895] A. C. 40 ..	
White & Rubery, In re	[1894] 2 Q. B. 923	80
Whitebread v. Sevenoaks (Highway Board)	[1892] 1 Q. B. 8	353
Whitehaven Colliery Co.:—Kearney v.	O. A. [1893] 1 Q. B. 700 ..	207, 494
Whitehead, In re. Peacock v. Lucas	[1894] 1 Ch. 678	981
Whitehead:—Bagge v.	C. A. [1892] 2 Q. B. 355 ..	797
Whitehead:—Davis v. In re Marlborough (Duke of)	[1894] 2 Ch. 133	334
Whiteley:—Rogers v.	H. L. (E.) [1892] A. C. 118	34, 118
Whiteley and Roberts, In re	[1891] 1 Ch. 558	22, 24, 611, 617
Whiteley v. Challis	C. A. [1892] 1 Ch. 64	508, 655
Whitmore:—Fairtlough v.	[1895] W. N. 52	340

Name of Case.	Volume and Page.	Column of Digest.
Whittaker :—Nuttall v. In re Hartley (No. 1) ..	[1891] 2 Ch. 121	669
(No. 2) ..	[1892] W. N. 49	653
Whitton (The), Gas Float, No. 2	[1895] P. 301; C. A. [1895] W. N. 160 (2)	798, 832, 833
Whitwham v. Piercy. In re Piercy	[1895] 1 Ch. 83	6, 310, 329
Whitwood Chemical Co. v. Hardman	C. A. [1891] 2 Ch. 416	205, 208, 618, 855
Whitworth v. Whitworth	[1893] P. 85	277, 489
Whyte v. Northern Heritable Securities Investment Co. ..	H. L. (S.) [1891] A. C. 608 ..	760
Wick and Pulteneytown Steam Shipping Co.:—Palmer v.	H. L. [1894] A. C. 318	763
Wiedemann v. Walpole	[1891] 2 Q. B. 534	89, 808
Wiel :—Saunders v. (No. 1)	[1892] 2 Q. B. 18; C. A. [1892] 2 Q. B. 321	270, 610
(No. 2)	C. A. [1893] 1 Q. B. 470	271
Wieland v. Bird	[1894] P. 262	696
Wigan Tramways Co.:—Carrick v.	[1893] W. N. 98	130
Wignall v. Park. In re Parker	[1891] 1 Ch. 682	117
Wigram v. Buckley	C. A. [1894] 3 Ch. 483	442, 506, 510
Wigram v. Cox, Sons, Buckley & Co.	[1894] 1 Q. B. 792	663
Wild :—Bradbury v.	[1893] 1 Ch. 377	93
Wild v. Waygood	[1892] 1 Q. B. 783	486
Wilding v. Bean	[1891] 1 Q. B. 100	669
Wildsmith :—Sandes v.	[1893] 1 Q. B. 771	628, 641
"Wilhelm Tell," The	[1892] P. 337	832
Wilkes :—Coombs v.	[1891] 3 Ch. 77	333
Wilkinson, In the Goods of	[1892] P. 227	701
Wilkinson :—Budden v.	C. A. [1893] 2 Q. B. 432	606, 608
Wilkinson v. Peel	[1895] 1 Q. B. 516	417
Wilkinson :—Reg. v.	[1891] 1 Q. B. 722	573
Wilks, In re. Child v. Bulmer	[1891] 3 Ch. 59	404
Wilks v. Wood	C. A. [1892] 1 Q. B. 684	679
Willans :—Ives & Barker v.	[1894] 1 Ch. 68; C. A. [1894] 2 Ch. 478	22, 25, 26
Willcocks :—Lawrence & Sons v.	C. A. [1892] 1 Q. B. 696	679, 680
Willerton v. Stocks	[1892] W. N. 29	991
Willlesden (Local Board):—London and Provincial Laundry Co. v.	[1892] 2 Q. B. 271	532
Willetts v. Watt & Co.	C. A. [1892] 2 Q. B. 92	486
Willey v. Great Northern Railway Co.	[1891] 2 Q. B. 194	599
Williams, Ex parte. In re Sarl	[1892] 2 Q. B. 591	85
Williams, In re. Morgan v. Williams	[1892] W. N. 81	313
Williams, In re. Williams v. Williams	[1895] W. N. 36	18, 971
Williams :—Baker v.	[1893] W. N. 14	947
Williams :—Black v.	[1895] 1 Ch. 408	827
Williams :—Brinsden v.	[1894] 3 Ch. 185	848, 928
Williams v. Cartwright	C. A. [1895] 1 Q. B. 142	668
Williams v. Davies. Callender, Sykes & Co. v.) Colonial Secretary of Lagos	J. C. [1891] A. C. 460	49, 122, 344, 411
Williams v. Frere. In re Smith	[1891] 1 Ch. 323	607, 608
Williams :—Henderson & Co. v.	C. A. [1895] 1 Q. B. 521	32, 305, 917
Williams, Hodder v.	C. A. [1895] 2 Q. B. 663	796
Williams :—Holmes v.	[1895] W. N. 116 (15)	919
Williams v. Jenkins (No. 1)	[1893] 1 Ch. 700	785
(No. 2)	[1894] W. N. 176	779, 785, 922

Name of Case.	Volume and Page.	Column of Digest.
Williams v. Knight. In re Hodson	[1894] 2 Ch. 421	378, 789
Williams :—Manchester (Corporation) v.	[1891] 1 Q. B. 94	221, 263
Williams :—Marland v. In re Goodenough	[1895] 2 Ch. 537	891
Williams v. Marson. In re Buckle	C. A. [1894] 1 Ch. 286	967
Williams v. Mitchell. In re Byron's Settlement	[1891] 3 Ch. 474	577
Williams :—Moir v.	C. A. [1892] 1 Q. B. 264	450
Williams v. Powell	[1894] W. N. 141	604
Williams v. Quebrada Railway, Land and Copper Co.	[1895] 2 Ch. 751	608
Williams :—Raleigh (Corporation) v.	J. C. [1893] A. C. 540	103
Williams :—Reg. v.	[1893] 1 Q. B. 320	243
Williams :—Scheidges v.	[1893] W. N. 158	657
Williams v. Spargo	[1893] W. N. 100	950
Williams & Sons :—Lucas v.	C. A. [1892] Q. B. 113	215
Williams and Stepuey, In re	[1891] 1 Q. B. 700; C. A. } [1891] 2 Q. B. 257	24
Williams, Torrey & Co. v. Knight. The "Lord of the Isles"	[1894] P. 342	388
Williamson :—Gordon v.	[1892] 1 Q. B. 616; C. A. } [1892] 2 Q. B. 459	445
Williamson v. Hine	[1891] 1 Ch. 390	824
Williamson :—Lovatt v. In re Whiston's Settlement	[1894] 1 Ch. 661	787
Willis :—Drew v. Ex parte Martin	C. A. [1891] 1 Q. B. 450	595
Willis v. Howe (Earl)	C. A. [1893] 2 Ch. 545	438
Willis :—Gray v.	[1895] W. N. 9	615
Willis :—Pratt v.	[1895] W. N. 9	615
Willis v. Wells	[1892] 2 Q. B. 225	336
Willis & Co. v. Baddeley	C. A. [1892] 2 Q. B. 324	610
Willis' Trade-marks, In re	C. A. [1892] 3 Ch. 201	609, 908
Willis's Trade-marks, In re. In re Dexter's Application	[1893] 2 Ch. 262	909
Wilmer v. McNamara & Co., Ltd.	[1895] 2 Ch. 245	144
Wilmot v. Grace	[1892] 1 Q. B. 812	336
Wilson, Ex parte. In re Dunhill	[1894] 2 Q. B. 554	44
Wilson, In re. Wilson v. Holloway	[1893] 2 Ch. 340	210, 558
Wilson v. Ann. In re Ann	[1894] 1 Ch. 549	476, 579
Wilson v. Atkinson. In re Atkinson	[1892] 3 Ch. 52	983
Wilson :—Baden-Powell v.	[1894] W. N. 146	673
Wilson :—Buckler v.	[1895] W. N. 156 (6)	11
Wilson :—Edgell v.	[1893] W. N. 145	507
Wilson :—Fenner v.	[1893] 2 Ch. 656	565
Wilson v. Ingham	[1895] W. N. 99	274
Wilson :—Laidlaw v.	[1894] 1 Q. B. 74	12
Wilson :—Lee v. In re Tillott	[1892] 1 Ch. 86	930
Wilson v. MacIntosh	J. C. [1894] A. C. 129	526
Wilson :—Payne v.	[1895] 1 Q. B. 653; C. A. } [1895] 2 Q. B. 537	319, 320
Wilson v. Queen's Club	[1891] 3 Ch. 522	91, 428, 501
Wilson v. St. Giles, Camberwell (Vestry)	[1892] 1 Q. B. 1	457
Wilson v. Statham	[1891] 2 Q. B. 261	232, 598
Wilson (John) & Co.'s Estate, Official Assignee of :— Commercial Bank of Australia v.	J. C. [1893] A. C. 181	58
Wilson and King :—Reid v.	C. A. [1895] 1 Q. B. 315	882
Wilson & Son and Eastern Counties Navigation and Transport Co., In re	[1892] 1 Q. B. 81	21, 24
Wilson, Sons & v. Balcarres Brook Steamship Co.	C. A. [1893] 1 Q. B. 422	638
Wilson, Sons & Co. (Owners of the "Otto") v. Currie (Owners of the "Thorsa")	H. L. (S.) [1894] A. C. 116	822
Wilson and Steven's Contract, In re	[1894] 3 Ch. 546	945

Name of Case.	Volume and Page.	Column of Digest.
Wilson and Ward :—Reid v.	C. A. [1895] 1 Q. B. 315 ..	882
Wimbledon (Local Board) v. Underwood	[1892] 1 Q. B. 836 ..	79, 736
Winder :—Great Northern Railway Co. v.	[1892] 2 Q. B. 595 ..	721
"Winestead," The	[1895] P. 170 ..	830
Winkle, In re	C. A. [1894] 2 Ch. 519 ..	465
Winnipeg (City of) v. Barrett	J. C. [1892] A. C. 445 ..	100, 101, 123
Winnipeg (City of) v. Logan	J. C. [1892] A. C. 445 ..	100
Winnipeg Electric Street Railway and City of Winnipeg :—Winnipeg Street Railway v.	J. C. [1894] A. C. 615 ..	102
Winnipeg Street Railway v. Winnipeg Electric Street Railway and City of Winnipeg	J. C. [1894] A. C. 615 ..	102
Winter v. Winter	[1894] 1 Ch. 421 ..	669
Wirral (Highway Board) v. Newell	[1895] 1 Q. B. 827 ..	353
Wirral Railway Committee :—Shrewsbury (Earl) v. Withall, In re	C. A. [1895] 2 Ch. 812 ..	412
Withall, In re	C. A. [1891] 3 Ch. 8 ..	846
Withall :—Brooman v. In re Kidd	[1894] 3 Ch. 558 ..	311, 977
Witham :—Cradock v.	[1895] W. N. 75 ..	921
Witherby v. Rackham	[1891] W. N. 57 ..	474
Withington (District Local Board) v. Manchester (Corporation)	C. A. [1893] 2 Ch. 19 ..	532
Witt v. Witt	[1891] P. 163 ..	277
Witted v. Galbraith	[1893] 1 Q. B. 431; C. A. [1893] 1 Q. B. 577 ..	667
Wodehouse :—Ecclesiastical Commissioners v.	[1895] 1 Ch. 552 ..	298, 620, 958
Wolverstan :—Reg. v.	[1893] 2 Q. B. 451 ..	355
Wolmer (Viscount) v. Forester. In re Cleveland's (Duke of) Settled Estate	C. A. [1894] 1 Ch. 164 ..	998
Wolmer :—Hay v. In re Cleveland's (Duke of) Estate	[1895] 2 Ch. 542 ..	890, 891
Wolmershausen v. Gullick	[1893] 2 Ch. 514 ..	59, 686, 687, 688
Wolmershausen v. Wolmershausen & Co.	[1892] W. N. 87 ..	625, 909
Wolsey :—Abbott & Co. v.	C. A. [1895] 2 Q. B. 97 ..	345
Wolverhampton (Corporation) v. Bilston Commissioners	[1891] 1 Ch. 315; C. A. [1891] W. N. 56 ..	962
Wood, In re	[1891] W. N. 203 ..	843
Wood, In re. Anderson v. London City Mission	[1894] 2 Ch. 577 ..	971
Wood, In re. Parnell (formerly O'Shea) v. Wood	C. A. [1892] P. 137 ..	606
Wood, In re. Tullett v. Colville	[1894] 2 Ch. 310; C. A. [1894] 3 Ch. 381 ..	211, 988
Wood, In re. Ex parte Woolfe	[1894] 1 Q. B. 605 ..	80
Wood :—Atlantic and North Western Railway v.	J. C. [1895] A. C. 257 ..	101
Wood :—Avery v.	C. A. [1891] 3 Ch. 115 ..	215, 602
Wood v. Cooper	[1894] 3 Ch. 671 ..	420
Wood :—Fillingham v.	[1891] 1 Ch. 51 ..	446
Wood :—Gough v.	C. A. [1894] 1 Q. B. 713 ..	504, 901
Wood v. Gray & Sons	H. L. (S.) [1892] A. C. 576 ..	489, 765
Wood v. Headingley-cum-Burley (Burial Board)	[1892] 1 Q. B. 713 ..	96
Wood v. McCarthy	[1893] 1 Q. B. 775 ..	643
Wood :—North British Railway Co. v.	H. L. (S.) [1891] W. N. 130 ..	719
Wood :—O'Shea v.	[1891] P. 237; C. A. [1891] P. 286 ..	701
Wood :—Salt Union v.	[1893] 1 Q. B. 370 ..	827
Wood v. Stenning. In re Stenning	[1895] 2 Ch. 433 ..	34
Wood v. Thomas. In re Thomas	[1891] 3 Ch. 482 ..	890
Wood :—Wilks v.	C. A. [1892] 1 Q. B. 684 ..	679
Wood v. Wood	C. A. [1891] P. 272 ..	276
Wood & Co. :—Hamlyn & Co. v.	C. A. [1891] 2 Q. B. 488 ..	206

CXXV

Name of Case.	Volume and Page.	Column of Digest.
Woodford:—Ross v.	[1894] 1 Ch. 38	614
Woodhead v. Woodhead	[1895] P. 343	287
Woodhouse:—Brighton Marine Palace and Pier Co. v. ..	[1893] 2 Ch. 486	26
Woodin, In re. Woodin v. Glass	C. A. [1895] 2 Ch. 309 ..	374, 965, 981, 982
Woodroffe v. Moody. In re Moody	[1895] 1 Ch. 101	985
Woodrow, Hooper & Co., In re	[1893] W. N. 38	173
Woodward v. Heseltine. In re Heseltine	C. A. [1891] 1 Ch. 464 ..	81
Woodward:—Simmons v.	H. L. (E.) [1892] A. C. 100	81
Woodward v. Simpson. In re Hamilton	[1892] W. N. 74	987
Woolf:—Goaling v.	[1893] 1 Q. B. 39	428
Woolfe, Ex parte. In re Wood	[1894] 1 Q. B. 605	80
Woolford's Estate (Trustees of) v. Levy	[1892] 1 Q. B. 772	52, 797, 798
Woolley v. Broad (No. 1)	[1892] 1 Q. B. 806	270
Woolley v. Broad (No. 2)	C. A. [1892] 2 Q. B. 317 ..	270
Woolley Coal Co., In re	[1891] W. N. 19	154
Woolwich (Local Board) v. Gardiner	[1895] 2 Q. B. 497	567
Woolwich Union (Assessment Committee):—London County Council v.	C. A. [1893] 1 Q. B. 210; H. L. (E.) [1893] A. C. } 562	734
Woolwich Union (Guardians):—Reg. v.	[1891] 2 Q. B. 712	460, 730
Worcester City and County Banking Co. v. Firbank, Pauling & Co.	C. A. [1894] 1 Q. B. 784 ..	662, 677
Workington (Overseers), Ex parte	C. A. [1894] 1 Q. B. 416 ..	410
Works (Commissioners of):—Gedye v.	C. A. [1891] 2 Ch. 630	951
Worley v. Kensington, St. Mary Abbots (Vestry) ..	[1892] 2 Ch. 404	447
Worley:—London (County Council) v.	[1894] 2 Q. B. 826	449
Worley:—Sadler v.	[1894] 2 Ch. 170	130
Worrall:—Attorney-General v.	C. A. [1895] 1 Q. B. 99	255
Worton:—Reg. v.	C. C. R. [1895] 1 Q. B. 227	340
Wotton:—Read v.	[1893] 2 Ch. 171	629
Wresford, Ex parte. In re Ashby	[1892] 1 Q. B. 872	787, 930
Wren Brothers:—Brown & Co. v.	[1895] 1 Q. B. 390	812
Wright, In re. Kirke v. North	[1895] 2 Ch. 747	642, 644
Wright, In the Goods of	[1893] P. 21	695
Wright:—Kemp v.	[1894] 2 Ch. 462; C. A. } [1895] 1 Ch. 121	92
Wright v. Marsom	[1895] W. N. 148 (11) ..	968
Wright:—Payne v.	[1892] 1 Q. B. 104	450
Wright v. Tugwell. In re Robinson	[1892] 1 Ch. 95	114, 974
Wright and Butler Lamp Manufacturing Co.:—John Harper & Co., Ltd. v.	[1895] 2 Ch. 593; C. A. } [1895] W. N. 146 (3) ..	270
Wyatt, In re. White v. Ellis	C. A. [1892] 1 Ch. 188; H. L. (E.) [1893] A. C. 369 } [1893] 2 Q. B. 499	511, 930, 931
Wyatt:—Bartholomay Brewing Co. (of Rochester) v. ..	[1893] 2 Q. B. 499	366
Wyatt v. Berry	[1893] P. 5	694
Wyatt v. Gems	[1893] 2 Q. B. 225	458, 864
Wyatt:—Nobel Dynamite Trust Co., Ltd. v.	[1893] 2 Q. B. 499	366
Wyburn:—Canterbury (Corporation) v.	J. C. [1895] A. C. 89	117, 123, 200, 954
Wylie, In re. Wylie v. Moffat	[1895] 2 Ch. 116	478, 694, 987
Wynn-Mackenzie:—Eyre v. (No. 1)	[1894] 1 Ch. 218	503, 839
Wynn-Mackenzie:—(No. 2)	[1895] W. N. 161 (7) ..	502, 589, 839, 865
Wythes, In re. West v. Wythes	[1893] 2 Ch. 369	780

Name of Case.	Volume and Page.	Column of Digest.
X.		
X., In re	[1894] 2 Ch. 415	466
Y.		
Yarrow v. Yarrow	[1892] P. 92	282, 462
Yates, In re. Bostock v. D'Eyncourt	[1891] 3 Ch. 53	973
Yates :—Hood & Sons v.	[1894] 1 Q. B. 240	611, 627
Yorkshire Fire and Life Insurance Co. :—Baker v. ..	[1892] 1 Q. B. 144	26
Yorkshire Provident Life Assurance Co. v. Gilbert & Rivington	C. A. [1895] 2 Q. B. 148 ..	607
Yorkshire West Riding (County Council) v. Holmfirth (Urban Sanitary Authority)	C. A. [1894] 2 Q. B. 842 ..	752
Yorkshire West Riding (County Council) :—Reg. v. ..	C. A. [1895] 1 Q. B. 805 ..	226, 571
Young :—Chamberlain v.	C. A. [1893] 2 Q. B. 208 ..	73
Young :—Hersey v.	C. A. [1894] W. N. 18 ..	664
Young v. Holloway	[1895] P. 87	707
Young v. Thomas	C. A. [1892] 2 Ch. 134 ..	599
Young (John) & Co. v. Bankier Distillery	H. L. (S.) [1893] A. C. 691	498, 752
Young & Sons :—Clacton (Local Board) v.	[1895] 1 Q. B. 395	874
Young & Sons :—Leslie v.	H. L. (S.) [1894] A. C. 335	214
Yungmann v. Briesmann	C. A. [1892] W. N. 162 ..	570
Z.		
"Zanzibar," The	[1892] P. 333	828
Zelma Gold Mining Co. v. Hoskins	J. C. [1895] A. C. 100 ..	523
"Zeta," The. Turner v. Mersey Dock and Harbour Board	[1891] P. 216; C. A. [1892] P. 285; H. L. (E.) [1893] A. C. 468	228, 800
Zierenberg v. Labouchere	C. A. [1893] 2 Q. B. 183 ..	264, 637
Zoutpansberg Prospecting Co., Ex parte. In re Johannesburg Hotel Co.	C. A. [1891] 1 Ch. 119 ..	128, 168

TABLE OF CASES

AFFIRMED, REVERSED, FOLLOWED, OVERRULED,
OR JUDICIALLY COMMENTED ON OR SUPERSEDED BY
STATUTE OR ORDER, 1891—1895.

- Acton Local Board v. Batten* - (28 Ch. D. 283)
Distinguished by Romer J. in *MINE-
HEAD LOCAL BOARD v. LUTTRELL*
[[1894] 3 Ch. 178
- Adam's Policy Trusts, In re* - (23 Ch. D. 525)
Dictum not followed by Chitty J. in *In
re DAVIES' POLICY TRUSTS*
[[1892] 1 Ch. 90
- Adams, In re* - ([1893] 1 Ch. 329)
Referred to by Kekewich J. in *In re
CALDWELL. HAMILTON v. HAMILTON*
[[1894] W. N. 13
Overruled by C. A. in *In re HOLFORD.*
HOLFORD v. HOLFORD [1894] 3 Ch. 30
- Adams v. Adams* - (45 Ch. D. 426)
Affirm. by C. A. - [1892] 1 Ch. 369
- Adams v. Angell* - (5 Ch. D. 634)
Followed by Stirling J. in *In re PRIDE.*
SHACKELL v. COLNETT [1891] 2 Ch. 135
Approved by H. L. (E.) in *THORNE v.*
CANN - [1895] A. C. 11
- Adams v. Bailey* - (18 Q. B. D. 625)
Distinguished by C. A. in *SAUNDERS v.*
WIEL (No. 1) - [1892] 2 Q. B. 321
- Adams v. Cuthbertson* - (12 Ch. D. 714)
Questioned by C. A. in *SAUNDERS v.*
WIEL - [1893] 1 Q. B. 470
- Adams and the Kensington Vestry, In re* (27 Ch. D.
394)
Followed by C. A. in *In re HAMILTON.*
TRENCH v. HAMILTON [1895] 3 Ch. 370
- Ador, Ex parte* - ([1891] 2 Q. B. 574)
See *WALLACE v. UNIVERSAL AUTOMATIC
MACHINES CO.* C. A. [1894] 2 Ch. 547
- Agnew v. Usher* - (14 Q. B. D. 78)
Distinguished by Div. Ct. in *TASSELL*
v. HALLEN - [1892] 1 Q. B. 321
- "*Agricola, The* - (2 Wm. Rob. 10)
Followed by Bruce J. in *THE "WINE-
STEAD"* - [1895] P. 170
- Ahearn v. Bellman* - (4 Ex. D. 201)
Applied by C. A. in *BURY v. THOMPSON*
[[1895] 3 Q. B. 696
- Ailesbury's (Marquis of) Settled Estates, In re*
(No. 1) ([1892] 1 Ch. 506)
Affirm. by H. L. (E.) *sub-nom.* *BRUCE*
v. MARQUIS OF AILESBUURY
[[1892] A. C. 356
- Akerblom v. Price* - (7 Q. B. D. 129)
Applied by Bruce J. in *THE "STRATH-
GARRY"* - [1895] P. 264
- Alabama, New Orleans, Texas and Pacific Jun-
ction Railway* - ([1891] 1 Ch. 213)
Followed by C. A. in *In re ENGLISH,*
SCOTTISH AND AUSTRALIAN CHARTERED
BANK - [1893] 3 Ch. 385
- Alabaster v. Harness* - ([1894] 2 Q. B. 897)
Affirm. by C. A. - [1895] 1 Q. B. 339
- Alexandria Water Co. v. Musgrave* (11 Q. B. D.
174)
Distinguished by H. L. (E.) in *GRESHAM*
LIFE ASSURANCE SOCIETY v. STYLES
[[1892] A. C. 309
- "*Alina, The* - (5 Ex. D. 227)
Referred to by C. A. in *REG. v. JUDGE*
OF CITY OF LONDON COURT (No. 2)
[[1892] 1 Q. B. 273
See also *PUGSLEY & Co. v. ROPKINS & Co.*
[C. A. [1892] 2 Q. B. 184
- Allan v. Overseers of Liverpool* (L. R. 9 Q. B. 180)
Followed by C. A. in *ROCHDALE CANAL*
CO. v. BREWSTER - [1894] 2 Q. B. 852
- Allcroft v. London (Bishop of)* (24 Q. B. D. 213)
Affirm. by H. L. (E.) [1891] A. C. 666
- Allen v. Garbutt* - (6 Q. B. D. 165)
Approved by C. A. in *REG. v. JUDGE OF*
THE CITY OF LONDON COURT (No. 2)
[[1892] 1 Q. B. 273
- Allen v. Taylor* - (16 Ch. D. 355)
Rule applied to devise: Chitty J. in
PHILLIPS v. LOW - [1892] 1 Ch. 47
- Allauth, In re* - (22 Ch. D. 275)
Approved by North J. in *In re CRAW-*
SHAY. WALKER v. CRAWSHAY
[[1891] 3 Ch. 178, at p. 181
- Almada and Tiritto Co., In re* - (38 Ch. D. 415)
Followed by H. L. (E.) in *OOREGUM*
GOLD MINING CO. OF INDIA v. ROPER
[[1892] A. C. 125
Applied and followed by C. A. in *In re*
RAILWAY TIME TABLES PUBLISHING CO.
Ex parte WELTON - [1895] 1 Ch. 255
Referred to by V. Williams J. in *In re*
THEATRICAL TRUST, LD. CHAPMAN'S
CASE - [1895] 1 Ch. 771

- "Alps," *The* - - - ([1893] P. 109)
 Followed and approved by C. A. in *THE*
 "BEDOUIN" - - C. A. [1894] P. 1
- Alton v. Midland Railway* (19 C. B. (N.S.) 213;
 34 L. J. (C.P.) 292)
 Discussed by C. A. in *TAYLOR v. MAN-*
CHESTER, SHEFFIELD AND LINCOLNSHIRE
RAILWAY CO. - [1895] 1 Q. B. 134
 Distinguished by C. A. in *MEUX v.*
GREAT EASTERN RAILWAY
 [1895] 2 Q. B. 367
- American Concentrated Meat Co. v. Hendry*
 ([1893] W. N. 67)
 Affirm. by C. A. - [1893] W. N. 82
 But see *HODDER v. WILLIAMS*
 [1895] 2 Q. B. 6
- American Pastoral Co., In re* (W. N. (1890) 62;
 62 L. T. (N.S.) 625)
 Followed by *Kekewich J.* in *In re*
AGRICULTURAL HOTEL CO.
 [1891] 1 Ch. 396
- Anderson v. Bank of British Columbia* (2 Ch. D.
 614)
 Followed by *Stirling J.* in *LEAROYD v.*
HALIFAX JOINT STOCK BANKING CO.
 [1893] 1 Ch. 696
- Andrews v. Partington* - (3 Bro. C. C. 401)
 Extended by *North J.* in *In re KNAPP.*
KNAPP v. VASSALL - [1895] 1 Ch. 91
- Andros, In re* - - - (24 Ch. D. 637)
 Followed by *Stirling J.* in *In re GREY.*
GREY v. EARL OF STAMFORD
 [1892] 3 Ch. 98
- Anglo-Austrian Printing and Publishing Union,*
In re. Isaac's Case ([1892] 2 Ch. 158)
 Distinguished by C. A. in *In re PRINT-*
ING, TELEGRAPH AND CONSTRUCTION CO.
OF THE AGENCE HAVAS. Ex parte CAM-
MELL - - - [1894] 2 Ch. 393
- Anglo-Sardinian Antimony Co., In re* ([1894]
 W. N. 156)
 Referred to by *V. Williams J.*
 [1894] W. N. 166
- Anthony, In re. Anthony v. Anthony* (No. 1)
 ([1892] 1 Ch. 450)
 See *In re ANTHONY. ANTHONY v.*
ANTHONY (No. 2) - [1893] 3 Ch. 498
- Apollinaris Company's Trade-marks, In re* (No. 2)
 ([1891] 2 Ch. 186)
 Distinguished by *Chitty J.* in *In re*
PHILLIP'S TRADE-MARK [1891] 3 Ch. 139
 Considered by *Chitty J.* in *In re SMOKE-*
LESS POWDER CO.'S TRADE-MARK
 [1892] 1 Ch. 590
- Apollinaris Co. v. Wilson* - (31 Ch. D. 632)
 Distinguished by *Kekewich J.* in *In re*
MILLER'S PATENT - [1894] W. N. 4
- Appleby v. Myers* - - (L. R. 2 C. P. 651)
 Distinguished by C. A. in *O'NEIL v.*
ARMSTRONG - [1895] 2 Q. B. 418
- Arabin's Trusts, In re* - (W. N. (1885) 90)
 Distinguished by *Kekewich J.* in *In re*
WARD'S SETTLED ESTATES
 [1895] W. N. 41
- Arbib and Class' Contract* - (W. N. (1890) 186)
 Affirm. by C. A. - [1891] 1 Ch. 601
- Arden's Settlement, In re* - (W. N. (1890) 204)
 Followed by *Chitty J.* in *STODDART v.*
SAVILE - - [1894] 1 Ch. 490
- Artistic Colour Printing Co., In re* (14 Ch. D.
 502)
 Followed by C. A. in *In re GENERAL*
SERVICE CO-OPERATIVE STORES
 [1891] 1 Ch. 496
- Asfar & Co. v. Blundell* - ([1895] 2 Q. B. 196)
 Affirm. by C. A. [1895] W. N. 143 (13)
- Ashford v. Tuile* - - (7 Ir. C. L. R. 91)
 Approved and adopted by *Div. Ct.* in
HADLEY & SON v. BEEDOM
 [1896] 1 Q. B. 646
- "Asia," *The* - - - ([1891] P. 121)
 Considered by C. A. in *ROCKETT v.*
CLIPPINGDALE - [1891] 2 Q. B. 293
- Aslatt v. Southampton (Corporation)* (16 Ch. D.
 143)
 Considered by *Kekewich J.* in *RICHARD-*
SON v. METHLEY SCHOOL BOARD
 [1893] 3 Ch. 510
- Assicurazioni Generali v. SS. Bessie Morris Co.*
 ([1892] 1 Q. B. 571)
 Affirm. by C. A. - [1892] 2 Q. B. 652
- Athole, Duke of v. Menzies* (17 Court Sess. Cas.
 4th Series (R.) 733)
 Distinguished by *H. L. (S.)* in *JOHN-*
STONE v. DUKE OF BUCCLEUCH
 [1892] A. C. 625
- Athole, Duke of v. Stewart* (17 Court Sess. Cas.
 4th S. (R.) 724)
 Distinguished by *H. L. (S.)* in *JOHN-*
STONE v. DUKE OF BUCCLEUCH
 [1892] A. C. 625
- Atkinson, In re* - - - (9 Morr. 193)
 Followed by C. A. in *In re OTWAY.*
Ex parte OTWAY [1895] 1 Q. B. 812
- Attenborough v. London and St. Katharine Dock*
Co. (3 C. P. D. 450)
 Discussed by C. A. in *HENDERSON & Co.*
v. WILLIAMS - [1894] 1 Q. B. 521
- Attorney-General v. Acton Local Board* (22 Ch. D.
 221)
 Opinion expressed at p. 232, followed
 by *Romer J.* in *ATTORNEY-GENERAL v.*
CLERKENWELL VESTRY [1891] 3 Ch. 527
- Attorney-General v. Birmingham Drainage Board*
 (17 Ch. D. 685)
 See 56 & 57 Vict. c. 31.
- Attorney-General v. Croydon Corporation* (42
 Ch. D. 178)
 Superseded by 55 & 56 Vict. c. 53, s. 3 (c).
- Attorney-General v. Dorking Union* (20 Ch. D.
 595)
 Followed by *Romer J.* in *ATTORNEY-*
GENERAL v. CLERKENWELL VESTRY
 [1891] 3 Ch. 527
 But see now 56 & 57 Vict. c. 31, s. 1.
- Attorney-General v. Hotham (Lord)* (T. & R. 209)
 Followed by C. A. in *HAIGH v. WEST*
 [1893] 2 Q. B. 19
- Attorney-General v. Jackson* - (2 Cr. & J. 101)
 Considered by *Stirling J.* in *In re DE*
HOGHTON. DE HOGHTON v. DE HOGHTON
 [1895] 2 Ch. 517

- Attorney-General v. Jacobs-Smith* ([1895] 1 Q. B. 472)
Revers. by C. A. - [1895] 2 Q. B. 341
- Attorney-General v. Meyrick* - (2 Ves. 44)
Overruled by 54 & 55 Vict. c. 73, s. 3.
- Attorney-General v. Mill* - (2 Dow. & Cl. 393)
Distinguished by J. C. in *CANTERBURY (CORPORATION) v. WYBURN* [1895] A. C. 89
- Attorney-General v. Newcastle-on-Tyne, Mayor of* (23 Q. B. D. 492)
Affirm. by H. L. (E.) [1893] A. C. 568
- Attorney-General v. Robertson* ([1892] 2 Q. B. 694)
Affirm. by C. A. - [1893] 1 Q. B. 293
- Attorney-General v. Smith* ([1892] 2 Q. B. 289)
Affirm. by C. A. - [1893] 1 Q. B. 239
- Attorney-General v. Warren* - (2 Swans. 302)
Discussed by C. A. in *In re CLERGY ORPHAN CORPORATION* [1894] 3 Ch. 145, at p. 154
- Attres v. Howe* - - - (9 Ch. D. 337)
Followed by Stirling J. in *In re PARK. WIGMALL v. PARKER* [1891] 1 Ch. 682
Dictum of James L.J. as to the nature of debenture stock discussed and explained by Chitty J. in *In re BODMAN. BODMAN v. BODMAN* [1891] 3 Ch. 135
Discussed by C. A. in *In re PICKARD. ELMSELY v. MITCHELL* [1894] 3 Ch. 704
- Auckland (Lord) v. Westminster District Board of Works* - - - (L. R. 7 Ch. 597)
Distinguished by North J. in *WORLEY v. VESTRY OF ST. MARY ABBOTS, KENSINGTON* - - [1892] 2 Ch. 404
Affected by 57 & 58 Vict. c. ccciii., s. 22 (2).
- Audain, Ex parte* - - - (42 Ch. D. 1)
Distinguished by V. Williams J. in *In re HARVEY'S OYSTER CO. ORMEBOD'S CASE* - - - [1894] 2 Ch. 474
- Australian Auxiliary Steam Clipper Co. v. Mounsey* - - - (4 K. & J. 733)
See *GENERAL AUCTION ESTATE AND MONETARY CO. v. SMITH* [1891] 3 Ch. 432
- Avery v. Wood* - - - ([1891] 3 Ch. 115)
Rendered obsolete by 56 & 57 Vict. c. 61, s. 1 (b).
- Aynsley v. Glover* - - - (L. R. 18 Eq. 544)
Considered by C. A. in *MARTIN v. PRICE* [1894] 1 Ch. 276
- Badham v. Badham* - - - (62 L. T. 663)
Followed by Gorell Barnes J. in *EDWARDS v. EDWARDS* - [1894] P. 33
- Baggett v. Meuz* - - - (1 Coll. 138)
Approved by C. A. in *STODDON v. LEW* [1891] 1 Q. B. 661
- Baggs, In re* - - - ([1894] 2 Ch. 416, n.)
Distinguished by C. A. in *In re X.* [1894] 2 Ch. 415
Distinguished by C. A. in *In re SALT* [1895] W. N. 156 (5)
- Bahia and San Francisco Railway Co., In re* (L. R. 3 Q. B. 584)
Considered by H. L. (E.) in *TOMKINSON v. BALKIS CONSOLIDATED CO.* [1893] A. C. 396
Explained by C. A. in *In re OTTOS KOPFE DIAMOND MINES* [1893] 1 Ch. 618
- Bain v. Attorney-General* - ([1892] P. 217)
Affirm. by C. A. - [1893] P. 261
- Baines v. Baker* - - - (Amb. 158)
Considered by Chitty J. in *ATTORNEY-GENERAL v. MANCHESTER CORPORATION* [1893] 3 Ch. 87
- Baird's Trustees v. Lord Advocate* (15 Sc. Sess. Cas. 4th Series, 682)
Disapproved by H. L. (E.) in *COMMISSIONERS FOR SPECIAL PURPOSES OF INCOME TAX v. PEMSEL* - [1891] A. C. 531
- Ball's Trusts, In re* - - - (11 Ch. D. 270)
Followed by Chitty J. in *STODDART v. SAVILE* - - - [1894] 1 Ch. 490
- Bank of England v. Vagliano* ([1891] A. C. 107)
Referred to by Wills J. in *CLUTTON & CO. v. ATTENBOROUGH* [1895] 2 Q. B. 306
- Bank of South Australia, In re* (No. 1) ([1894] 3 Ch. 722)
Doubted by C. A. in *In re BANK OF SOUTH AUSTRALIA* (No. 2) [1895] 1 Ch. 578
- Bannatyns v. Direct Spanish Telegraph Co.* (34 Ch. D. 287)
Applied by Stirling J. in *In re LONDON AND NEW YORK INVESTMENT CORPORATION* - - [1895] 3 Ch. 300
- Bannister v. Breslau* - - (L. R. 2 C. P. 497)
Discussed and disapproved by C. A. in *CLINK v. RADFORD & CO.* [1891] 1 Q. B. 625
- Barber v. Jeckylls* - - - ([1893] W. N. 91)
See *LUSK v. SEBRIGHT* [1894] W. N. 134
- Barber v. Mackrell* - - - ([1892] W. N. 87)
Revers. by C. A. - [1892] W. N. 133
- Barber v. Manico* - - - (10 Rep. Pat. Cas. 93)
Considered by Stirling J. in *In re THE TRADE-MARK OF LA SOCIÉTÉ ANONYME DES VERRERIES DE L'ETOILE* (No. 2) [1894] 1 Ch. 61
This case was affirm. by C. A. [1894] 2 Ch. 28
- Baring v. Abingdon* - - - ([1892] 2 Ch. 374)
Dictum, p. 381, of Stirling J. on effect of decision in *DAWSON v. GENT* (1 H. & N. 744), explained and corrected by Chitty J. in *WALLIS v. HANDS* [1893] 2 Ch. 75
- Barkshire v. Grubb* - - - (18 Ch. D. 616)
Explained by Chitty J. in *In re PECK AND THE SCHOOL BOARD FOR LONDON* [1893] 2 Ch. 315
- Barlow v. Kensington Vestry* (11 App. Cas. 257)
Met by 57 & 58 Vict. c. ccciii. s. 49
Considered by C. A. in *ALLEN v. LONDON COUNTY COUNCIL* - [1895] 2 Q. B. 587
- Barlow's Will, In re* - - - (36 Ch. D. 257)
Considered by C. A. in *In re BROWN* [1895] 2 Ch. 666

- Barnard, Ex parte. In re Great Kruger Gold Mining Co.* - ([1892] 3 Ch. 307)
Explained by C. A. in *TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA* - ([1892] 3 Ch. 323)
- Barnard v. Faber* - ([1893] 1 Q. B. 340)
Referred to by C. A. in *HAMBROUGH v. MUTUAL LIFE INSURANCE CO. OF NEW YORK* - ([1895] W. N. 18)
- Barnardo v. McHugh* - ([1891] 1 Q. B. 194)
Affirmed by H. L. (E.)
[1891] A. C. 338
- Barnes v. Addy* - (L. R. 9 Ch. 251)
Referred to by Kekewich J. in *In re BARNEY. BARNEY v. BARNEY*
[1892] 2 Ch. 265
- Barnes v. Rastler* - (1 Y. & C. C. 401)
Followed by C. A. in *FLINT v. HOWARD*
[1893] 2 Ch. 54
- Barnes v. Rider* - (62 L. J. (M.C.) 25)
Disapproved by Div. Ct. in *NEAL v. DEVENISH* - ([1894] 1 Q. B. 544)
- Barr v. Kingsford* - (56 L. T. (N.S.) 861)
Distinguished by Div. Ct. in *CARTWRIGHT v. REGAN* - ([1895] 1 Q. B. 900)
- Barrington, In re* - (33 Ch. D. 523)
Distinguished by Chitty J. in *In re BROWN'S SETTLEMENT TRUSTS*
[1891] W. N. 118
Discussed and distinguished by Chitty J. in *In re ROBINSON'S SETTLEMENT TRUSTS*
[1891] 3 Ch. 129
- Barrow v. Barrow* - (4 K. & J. 409)
Applied by Stirling J. in *GREENHILL v. NORTH BRITISH AND MERCANTILE INSURANCE CO.* - ([1893] 3 Ch. 474)
Discussed and followed by Chitty J. in *In re HODSON. WILLIAMS v. KNIGHT*
[1894] 2 Ch. 421
- Barrow v. Hematite Steel Co., In re* (39 Ch. D. 582)
Followed by Kekewich J. in *In re AGRICULTURAL HOTEL CO.*
[1891] 1 Ch. 396
- Barry v. Butlin* - (2 Moo. P. C. 480)
Explained by C. A. in *TYRRELL v. PAINTON (No. 1)* - ([1894] P. 161)
- Bartlett v. Ford's Hotel Co.* ([1895] 1 Q. B. 850)
Affirm. by H. L. (E.)
[1895] W. N. 153 (10)
- Bartlett v. Gibbs* - (5 Man. & S. 81)
Followed by C. A. in *HURCOM v. HIL-LEARY* - ([1894] 1 Q. B. 579)
- Bartlett v. Phillips* - (4 De G. & J. 414, 421)
Followed by Romer J. in *ECOLOGICAL COMMISSIONERS v. WODEHOUSE*
[1895] 1 Ch. 552
- Bartlett v. Pickersgill* (4 East. 577 n.; 1 Eden, 515; 1 Cox, 15; Burr. 2255)
Is not overruled for all purposes by *Heard v. Pilling* (L. R. 4 Ch. 584), per Kekewich J. in *JAMES v. SMITH*
[1891] 1 Ch. 384
This case was affirm. by C. A.
[1891] W. N. 175
- Bartlett v. West Metropolitan Tramways Co.* ([1893] 3 Ch. 437; [1894] 2 Ch. 286)
Disapproved by C. A. in *MARSHALL v. SOUTH STAFFORDSHIRE TRAMWAYS CO.*
[1895] 2 Ch. 36
- Barton v. London and North Western Railway* (24 Q. B. D. 77; 59 L. J. (Q.B.) 33; 62 L. T. 164; 38 W. B. 197)
But see now 54 & 55 Vict. c. 43.
- Barton v. Muir* - (L. R. 6 P. C. 134)
Distinguished by J. C. in *TOOTH v. POWER* - ([1891] A. C. 264)
- Bate, In re* - (43 Ch. D. 600)
Considered by Kekewich J. in *In re BUTLER. LE BAS v. HERBERT*
[1894] 3 Ch. 250
Not followed by Chitty J. in *In re SALT. BROTHWOOD v. KEELING*
[1895] 2 Ch. 203
- Baten's Case* - (9 Rep. 53b)
Discussed by C. A. in *LANE v. CAPREY*
[1891] 3 Ch. 411
- Bathurst (Borough of) v. Macpherson* (4 App. Cas. 256)
Distinguished by J. C. in *PICTOU (MUNICIPALITY OF) v. GELDERT*
[1893] A. C. 524
Explained by J. C. in *SYDNEY (MUNICIPAL COUNCIL) v. BOURKE*
[1895] A. C. 433
- Batten v. Wedgwood Coal and Iron Co.* (28 Ch. D. 317)
Referred to by Kekewich J. in *LATHOM v. GREENWICH FERRY CO.*
[1895] W. N. 77
- Baumwooll Manufactur von Carl Scheibler v. Gilohrest* - ([1891] 2 Q. B. 310)
Reversed by C. A. - ([1892] 1 Q. B. 253)
Decision of C. A. affirm. by H. L. (E.)
sub nom. BAUMWOOLL MANUFACTUR VON CARL SCHEIBLER v. FURNESS
[1893] A. C. 8
Distinguished by C. A. in *MANCHESTER TRUST v. FURNESS, WITTHY AND CO.*
[1895] 2 Q. B. 539
- Bayley v. Great Western Railway Co.* (26 Ch. D. 434)
Dictum of Fry J. (p. 457) explained by Chitty J. in *In re PECK and the SCHOOL BOARD FOR LONDON* [1893] 2 Ch. 315
- Baynes & Co. v. Lloyd & Sons* (C. A. [1895] 1 Q. B. 820)
Affirm. by C. A. - ([1895] 2 Q. B. 610)
- Beale v. Beale* - (L. R. 3 P. & D. 179)
Distinguished by Div. Ct. in *LEIGH v. GREEN* - ([1892] P. 17)
- Beauchamp Brothers, In re. Ex parte Beauchamp.* ([1894] 1 Q. B. 1)
Varied by H. L. (E.) *sub nom. LOVELL AND CHRISTMAS v. BEAUCHAMP*
[1894] A. C. 607
- Beauclerk v. Beauclerk* (No. 1) - ([1891] P. 189)
Referred to by Jeune Pres. in *BEAUCLEK v. BEAUCLEK (No. 2)* - ([1895] P. 220)
- Beavan v. Beavan* - (24 Ch. D. 649, n.)
See *In re HENGLER. FROWDE v. HENGLER (No. 1)* - ([1893] 1 Ch. 586)

- Beckett v. Tasker* - - - (19 Q. B. D. 7)
Overruled by the Married Women's
Property Act, 1893 (56 & 57 Vict. c. 63),
s. 1.
- Beckett v. Tower Assets Co.* - ([1891] 1 Q. B. 1)
Revers. by C. A. [1891] 1 Q. B. 638
- Bequet v. Macarthy* - - - (2 B. & Ad. 951)
Distinguished by J. C. in *SIDAR GUMD-
TAL SINGH v. RAJAH OF FARIDKOTE*
[J. C. [1894] A. C. 670]
- Behn v. Burness* - - - (3 B. & S. 751, 759)
Applied by C. A. in *BENTSEN v. TAYLOR,
SONS & Co.* (No. 2)
[[1893] 2 Q. B. 274, at pp. 279, 281]
- Belcher v. Williams* - - - (45 Ch. D. 510)
Not followed by Kekewich J. in *CATTON
v. BANKS* - - - [1893] 2 Ch. 231
- Bellamy v. Davey* - - - ([1891] 3 Ch. 540)
Appeal dismissed by consent
[1891] W. N. 193
- Bellamy v. Debenham* - - - (45 Ch. D. 481)
Affirm. by C. A. - [1891] 1 Ch. 412
- Bellamy and Metropolitan Board of Works, In re*
(24 Ch. D. 387)
Overruled by 56 & 57 Vict. c. 53, s. 17 (1).
- Benfieldside Local Board v. Consett Iron Co.*
(3 Ex. D. 54)
Considered by C. A. in *LONDON AND
NORTH WESTERN RAILWAY Co. v. EVANS*
[[1893] 1 Ch. 16]
- "*Benlarig*," *The* - - - (14 P. D. 3)
Followed by Jeune J. in *THE "LEPANTO"*
[[1892] P. 192]
- Benn v. Benn* - - - (29 Ch. D. 839)
Distinguished by C. A. in *In re BLAN-
TERN. LOWE v. COOKE* [1891] W. N. 54
- Bent v. Oullen* - - - (L. R. 6 Ch. 235)
Observed on in *In re MORGAN. MORGAN
v. MORGAN* - C. A. [1893] 3 Ch. 232
- Benwell Ex parte* - - - (14 Q. B. D. 301)
Discussed by Vaughan Williams J. in
In re ROGERS. Ex parte COLLINS
[[1894] 1 Q. B. 425]
- Benwell, Ex parte. In re Hatton* (14 Q. B. D. 301)
Followed by Cave and Charles JJ. in
In re JONES. Ex parte LLOYD
[[1891] 2 Q. B. 231]
- Benwell v. Inns* - - - (14 Q. B. D. 301)
Followed by North J., in *BATHO v.
TUNKS* - - - [1892] W. N. 101
- Benyon v. Benyon* - - - (1 P. D. 447)
Considered by C. A. in *THOMASSET v.
THOMASSET* - - - [1891] P. 295]
- Berridge v. Ward* - - - (10 C. B. (N.S.) 400)
Referred to by C. A. in *PRYOR v. PETRE*
[[1894] 2 Ch. 11]
- Bertie v. Lord Abingdon* - - - (3 Mer. 560)
Considered by Stirling J., in *In re HOARE.
HOARE v. OWEN* - [1893] 3 Ch. 94
- Bertram Luipaard's Vlei Gold Mining Co.* ([1892]
3 Ch. 332)
Explained by V. Williams J. in *In re
LAXON & Co.* (No. 3) [1893] 1 Ch. 210
- Bessela v. Stern* - - - (2 C. P. D. 265)
Referred to by Bowen L.J., in *WIEDE-
MANN v. WALPOLE* [1891] 2 Q. B. 534
- Bethlehem and Bridewell Hospitals, In re* (30
Ch. D. 541)
Followed by Stirling J., in *Ex parte
VICAR OF CASTLE BYTHAM. Ex parte
MIDLAND RAILWAY Co.* [1895] 1 Ch. 348
And by North J. in *In re MARTIN AND
VARLOW* - - - [1894] W. N. 233
- Bettison, In re* - - - (L. R. 4 A. & E. 294)
Referred to in *St. ANDREW'S, HOVE
(VICAR, &c., OF) v. MAWN*
[[1895] P. 238, n.
- Bewicke v. Graham* - - - (7 Q. B. D. 400)
Approved by C. A. in *BUDDEN v. WIL-
KINSON* - - - [1893] 2 Q. B. 432
- Biddle v. Bond* - - - (6 B. & S. 225)
Approved by C. A. in *ROGERS, SONS &
Co. v. LAMBERT & Co.*
[[1891] 1 Q. B. 318
Discussed by C. A. in *HENDERSON & Co.
v. WILLIAMS* - [1895] 1 Q. B. 521
- Bingham v. Bingham* - - - (1 Ves. Sen. 126)
Approved by C. A. in *HUDDERSFIELD
BANKING Co. v. H. LISTER & SON, LD.*
[[1896] 2 Ch. 273]
- Birch v. Bishop of Lichfield* (3 Bos. & P. 444)
Discussed and applied by Chitty J. in
KEEN v. DENNY - [1894] 3 Ch. 169
- Bird v. Bird* - - - (1 Lee, 209)
Followed by C. A. in *FODEN v. FODEN*
[[1894] P. 307]
- Birkdale Steam Laundry and Carpet Beating
Co., In re* - - - ([1893] 2 Q. B. 386)
Discussed by C. A. in *In re GENERAL
PHOSPHATE CORPORATION* [1895] 1 Ch. 3
- Birks v. Trippet* - - - (1 Wms. Saund. 32b)
Followed by Chitty J. in *In re BROWN'S
ESTATE. BROWN v. BROWN*
[[1893] 3 Ch. 300]
- Birmingham (Corporation of) v. Baker* (1 Ch. D.
782)
Distinguished by C. A. in *GUARDIANS
OF TENDRING UNION v. DOWTON*
[[1891] 3 Ch. 265]
- Bishop v. Balkis Consolidated Co.* (25 Q. B. D.
512)
Distinguished by C. A. in *TOMKINSON v.
BALKIS CONSOLIDATED Co.*
[[1891] 2 Q. B. 614
This case affirm. by H. L. (E.)
[[1893] A. C. 396]
- Black & Co.'s Case* - - - (Law Rep. 8 Ch. 254)
Dictum of Selborne L.C. explained by
Romer J. in *KNOWLES v. SCOTT*
[[1891] 1 Ch. 717]
- Blackburn Benefit Building Society v. Cunliffe,
Brooks & Co.* - - - (22 Ch. D. 61)
See *GENERAL AUCTION ESTATE AND
MONETARY Co. v. SMITH*
[[1891] 3 Ch. 433]
- Blackham v. Pugh* - - - (2 C. B. 611)
Approved by C. A. in *BAKER v. CARRICK*
[[1894] 1 Q. B. 838]
- Blackmore v. Mills* - - - (16 W. R. 893)
Discussed and explained by C. A. in
FODEN v. FODEN - [1894] P. 307]

- Blackwood v. Reg.* - - - (8 App. Cas. 82)
Followed by J. C. in COMMISSIONER OF
STAMPS v. HOPE - [1891] A. C. 476
- Blain, Ex parte* - - - (12 Ch. D. 522)
Followed by C. A. in *In re PEARSON*.
Ex parte PEARSON
[C. A. [1893] 2 Q. B. 263]
- Blair v. Bromley* (2 Phil. 354; 5 Hare, 542)
Explained by Stirling J. in MOORE v.
KNIGHT - - - [1891] 1 Ch. 547
Distinguished by C. A. in THORNE v.
HEARD - - - [1894] 1 Ch. 599
This case affirm. by H. L. (E.)
[1895] A. C. 495
- Blake, Ex parte* - - - (11 Ch. D. 572)
Distinguished by V. Williams J. in
In re NEW ORIENTAL BANK CORPORA-
TION (No. 2) - - [1895] 1 Ch. 753
- Blaker v. Herts and Essex Waterworks Co.* (41
Ch. D. 399)
Applied to tramways by C. A. in MAR-
SHALL v. SOUTH STAFFORDSHIRE TRAM-
WAYS Co. - C. A. [1895] 2 Ch. 36
- Blandford v. Blandford* - - (1892) P. 148
Overruled by C. A. in THOMASSET v.
THOMASSET - - - [1894] P. 295
- Blashill v. Chambers* - - (14 Q. B. D. 479)
Apparently met by 57 & 58 Vict. c.
cxlii. s. 5 (9).
- Blower v. Morret* - - - (2 Ves. Sen. 420)
Followed by Chitty J. in *In re SCHWE-*
DER'S ESTATE. OPPENHEIM v. SCHWE-
DER (No. 1) - - [1891] 3 Ch. 44
- Blyth Harbour Commissioners v. Newsham and*
South Blyth Churchwardens ([1894]
2 Q. B. 293)
Affirm. by C. A. [1894] 2 Q. B. 675
- Bolton, In re* ([1892] W. N. 163; 8 Times L. R.
668)
Followed by C. A. in GUILD & Co. v.
CONRAD - - - [1894] 2 Q. B. 885
- Bolton's Estate, In re. Morant v. Bolton* ([1892]
W. N. 114)
Affirm. by C. A. - [1893] W. N. 163
- Bolton v. Buckenham* - - ([1891] 1 Q. B. 278)
Followed by Chitty J. in BOLTON v.
SALMON - - - [1891] 3 Ch. 48
- Bond v. Evans* - - - (21 Q. B. D. 249)
Explained by Div. Ct. in SOMERSET v.
WADE - - - [1894] 1 Q. B. 574
- Bonhote v. Henderson* - - ([1895] 1 Ch. 742)
Affirm. by C. A. - [1895] 2 Ch. 202
- Bonnard v. Perryman* - - ([1891] 2 Ch. 269)
Discussed by Chitty J. in COLLARD v.
MARSHALL - - - [1892] 1 Ch. 571
Followed and discussed by C. A. in
MONSON v. TUSSEAU, LD.
[1894] 1 Q. B. 671
- Booth's Settlement Trusts, In re* (1 W. R. 444)
Overruled by C. A. in STEPHENS v.
GREEN. GREEN v. KNIGHT
[1895] 2 Ch. 148
- Booth v. Briscoe* - - - (2 Q. B. D. 496)
Discussed by Div. Ct. in SANDERS v.
WILDSMITH - - [1893] 1 Q. B. 771
- Bortoft v. Wadsworth* - - (12 W. R. 523)
Followed by Chitty J. in *In re HALLETT*
[[1892] W. N. 148]
- Bouch v. Sproule* - - - (12 App. Cas. 385)
Considered and applied by Stirling J.
in *In re MALAM. MALAM v. HITCHENS*
[[1894] 3 Ch. 572]
- Bowditch v. Wakefield Local Board* (L. R. 6 Q. B.
567)
Followed by Stirling J. in *In re CHRIST-*
CHURCH INCLOSURE ACT [1894] 3 Ch. 209
- Bower v. Hett* - - - ([1895] 2 Q. B. 51)
Affirm. by C. A. [1895] 2 Q. B. 337
- Boyer v. Norwich (Bishop of)* - ([1892] P. 41)
Affirm. by J. C. - [1892] A. C. 417
- Brace v. Abercrom Colliery Co.* ([1891] 1 Q. B.
496)
Affirm. by C. A. [1891] 2 Q. B. 699
- Brackenbury v. Gibbons* - - (2 Ch. D. 417)
Not followed by Chitty J. in DEAN v.
DEAN - - - [1891] 3 Ch. 150
- Bradford v. Fry* - - - (4 P. D. 93)
Followed by Chancellor of St. Albans in
ST. ANDREW, ROMFORD (RECTOR, &c., OF)
v. ALL PERSONS, &c. [1894] P. 220
- Bradford Banking Co. v. Briggs & Co.* (12 App.
Cas. 29)
Approved by J. C. in BANK OF AFRICA
v. SALISBURY GOLD MINING CO.
[1892] A. C. 231
- Bradford Corporation v. Pickles* ([1894] 3 Ch. 53)
Reversed in part by C. A.
[1895] 1 Ch. 145
Decision of C. A. affirm. by H. L. (E.)
[1895] A. C. 587
- Brandon's Patent* - - - (9 App. Cas. 589)
Distinguished by J. C. in MARSHALL'S
PATENT - - - [1891] A. C. 430
- Brecks v. Woolfrey* - - - (1 Curt. 880)
Discussed in EGBERTON v. ALL OF OLD
RODH - - - [1894] P. 15
- Brett v. Horton, In re* - - (4 Beav. 239)
Considered by C. A. in *In re STONE*.
BAKER v. STONE - [1895] 2 Ch. 186
- Breuer v. Eaton* - - - (8 Doug. 230)
Held by C. A. not to be inconsistent
with *Cotsworth v. Spokes* (10 C. B. (N.S.)
103) in THOMAS v. LULHAM
[1895] 2 Q. B. 400
- Briant, In re* - - - (89 Ch. D. 471)
Form of settlement followed by Kake-
wich J. in *In re HOWARD. HOWARD v.*
HOWARD - - - [1895] W. N. 4
- Brice v. Bannister* - - - (3 Q. B. D. 569)
Distinguished by Chitty J. in WESTERN
WAGON AND PROPERTY CO. v. WEST
[1892] 1 Ch. 271
- Bridge v. Beadon* - - - (L. R. 3 Eq. 664)
Dictum of Lord Romilly disapproved by
C. A. in STEPHENS v. GREEN. GREEN v.
KNIGHT - - - [1895] 1 Ch. 148
- Bridge v. Quick* - - - (61 L. J. (Q. B.) 375)
Extended by 55 & 56 Vict. c. 13, s. 2 (1).
- Bridger, In re. Brompton Hospital for Consump-*
tion v. Lewis - - ([1895] 1 Ch. 44)
Affirm. by C. A. - [1894] 1 Ch. 297

- Bridges v. Garrett* - - (L. R. 5 C. P. 451)
 — Distinguished in *PAPA v. WESTACOTT*
 [C. A. [1894] 1 Q. B. 272
 Distinguished by *Romer J. in CROSSLEY v. MAGNIAC* - - [1893] 1 Ch. 594
- Bridgewater Navigation Co., In re* ([1891] 1 Ch. 155)
 — Varied by C. A. - [1891] 2 Ch. 317
- Briesemann, In the Goods of* (No. 1) ([1894] P. 260)
 See *In the Goods of BRIESEMANN* (No. 2) [1895] W. N. 32
- Bright v. Walker* - - (1 C. M. & R. 211)
 Approved by C. A. in *WHEATON v. MAPLE & Co.* - [1893] 3 Ch. 48
- Brighton Marine Palace and Pier, Limited v. Woodhouse* - - ([1893] 2 Ch. 486)
 Considered by *Kekewich J. in IVES AND BARKER v. WILLANS* [1894] 1 Ch. 68
 This case was affirm. by C. A. [1894] 2 Ch. 478
- Brigstocke, Ex parte* - - (4 Ch. D. 348)
 Distinguished by C. A. in *In re FLATAU. Ex parte OFFICIAL RECEIVER* [1893] 2 Q. B. 219
- Brinsley v. Lynton and Lymouth Hotel and Property Co.* - ([1895] W. N. 53)
 Considered by *V. Williams J. in MARWICK v. LORD THURLOW* [1895] 1 Ch. 776
- Britannia, &c., Building Society, In re* (65 L. T. 196)
 See 57 & 58 Vict. c. 47, s. 10.
- British and American Trustees and Finance Corporation v. Couper* ([1894] A. C. 399)
 Applied by C. A. in *In re LONDON AND NEW YORK INVESTMENT CORPORATION* [1895] 3 Ch. 860
- British Insulated Wire Co. v. Prescott Urban District Council* - ([1895] 2 Q. B. 463)
 Affirm. on terms by C. A. [1895] 2 Q. B. 538
- British Mutual Banking Co. v. Charnwood Forest Railway* (18 Q. B. D. 714)
 Followed by C. A. in *THORNE v. HEARD* [1894] 1 Ch. 599
 This case affirm. by H. L. (E.) [1895] A. C. 495
- British Seamless Paper Box Co., In re* (17 Ch. D. 487)
 Distinguished by C. A. in *BRODERIP v. SALOMON* - [1895] 3 Ch. 323
- Brooksbey v. Temperance Permanent Building Society* ([1893] 3 Ch. 180)
 Affirm. by H. L. (E.) [1895] A. C. 173
- Broderip v. Salomon & Co.* - ([1895] 2 Ch. 323)
 Judgment of *V. Williams J.* referred to by *V. Williams J. in In re CAREY. Ex parte JEFFREYS* - [1895] W. N. 91
- Brown v. Fisher* - - (63 L. T. 465)
 Explained by C. A. in *TYRRELL v. PAINTON* (No. 1) - [1894] P. 151
- Brown v. Glenn* - - (16 Q. B. 254)
 Followed by *Bowen L.J. in AMERICAN CONCENTRATED MEAT Co. v. HENDRY* [1893] W. N. 67
 This case was affirm. by C. A. [1893] W. N. 83
- Brown, Shipley & Co. v. Inland Revenue Commissioners* ([1895] 2 Q. B. 240)
 Revers. by C. A. - [1895] 2 Q. B. 598
- Brown's Case* - - (L. B. 9 Ch. 102)
 See *In re PRINTING TELEGRAPH AND CONSTRUCTION CO. OF THE AGENCE HAYAS. Ex parte CAMMELL* [1894] 1 Ch. 528; C. A. [1894] 2 Ch. 392
- Browne v. Hammond* - - (Joh. 210)
 Discussed by *Chitty J. in In re SIR E. HARVEY'S ESTATE. HARVEY v. GILLOW* [1893] 1 Ch. 567
- Brownlie v. Russell* - - (8 App. Cas. 235)
 Considered by C. A. in *KEMP v. WRIGHT* [1895] 1 Ch. 121
- See *BRUCE v. AILESBUURY, MARQUIS OF* (No. 2) - [1893] W. N. 149
 See 57 & 58 Vict. c. 47, s. 10.
- Brudenell v. Blues* - - (1 East, 442)
 Followed by C. A. in *In re HARDING. ROGERS v. HARDING* [1894] 3 Ch. 315
- Brutton v. St. George's Hanover Square, Vestry* (L. R. 13 Eq. 339)
 Met by 57 & 58 Vict. c. cxiii. s. 152.
- Bryant v. Lafever* - - (C. P. D. 172)
 Applied by C. A. in *CHASTY v. ACKLAND* - [1895] 2 Ch. 389
- Bryon v. Metropolitan Saloon Omnibus Co.* (3 De G. & J. 123)
 See *GENERAL AUCTION ESTATE AND MONETARY Co. v. SMITH* [1891] 3 Ch. 433
- Bucclough (Duke of) v. Wakefield* (L. R. 4 H. L. 577)
 See *THOMPSON v. MELN* [1893] W. N. 302
- Buckle v. Fredericks* - - (44 Ch. D. 244)
 Followed by C. A. in *FITZ v. ILES* [1893] 1 Ch. 77
- Budd v. London and North Western Railway Co.* (4 Ry. & Can. Cas. 393; 36 L. T. (N.S.) 802; 25 W. R. 752)
 Held by C. A. to be no longer law in *PHIPPS v. LONDON AND NORTH WESTERN RAILWAY Co.* - [1892] 2 Q. B. 239
- Budgett & Co. v. Binnington & Co.* (25 Q. B. D. 329)
 Affirm. by C. A. - [1891] 1 Q. B. 35
- Buller v. Harrison* - - (Cowp. 565)
 Distinguished by C. A. in *OWEN & Co. v. CHORKE* - [1895] 1 Q. B. 265
- Burdett, In re* - - (20 Q. B. D. 310)
 Followed by C. A. in *In re ISAACSON. Ex parte MASON* - [1895] 1 Q. B. 333
- Burgess v. Burgess* - - (3 D. M. & G. 896)
 Approved and followed by C. A. in *REDDAWAY v. BANHAM* [1895] 1 Q. B. 296
- Burkill v. Thomas* - - ([1892] 1 Q. B. 99)
 Affirm. by C. A. - [1892] 1 Q. B. 312
- Burkinshaw v. Nicolls* (3 App. Cas. 1004, 1016)
 Held not to apply by *Stirling J. in In re EDDYSTONE MARINE INSURANCE Co.* (No. 3) - [1894] W. N. 30

- Burnard v. Wainwright* (19 L. J. (Q.B.) 428; 1 L. M. & P. 455)
Approved by C. A. in *In re KEIGHLEY, MAXTED & CO. AND BYRAN, DURANT & CO.* - - - [1893] 1 Q. B. 405
- Burr, In re. Ex parte Clarke* ([1892] W. N. 122)
Affirm. by C. A. - [1892] W. N. 138
- Burrows v. Lock* (10 Ves. 470; [1891] 8 Ch. 94, n.)
Considered by C. A. in *Low v. BOUVIERE* [1891] 3 Ch. 82
- Burt v. Gray* - - - ([1891] 2 Q. B. 98)
Approved by C. A. in *NIND v. NINETEENTH CENTURY BUILDING SOCIETY* [1894] 2 Q. B. 226
[Overruled by the Conveyancing Act, 1892 (55 & 56 Vict. c. 13), s. 4.]
- Burton's Will, In re* - - ([1892] 2 Ch. 38)
Considered by North J. in *In re ADAMS* [1893] 1 Ch. 329
Referred to in *In re CALDWELL. HAMILTON v. HAMILTON* - [1894] W. N. 13
- Burton v. Salford, Corporation of* (11 Q. B. D. 286)
Approved by C. A. in *GRAHAM v. CORPORATION OF NEWCASTLE-UPON-TYNE* [1893] 1 Q. B. 643
- Burton-on-Trent (Corporation) v. Assessment Committee of Burton-on-Trent Union.*
- Burton-on-Trent (Corporation) v. Eggington (Churchwardens, &c.)* (24 Q. B. D. 197)
Approved by H. L. (E.) in *LONDON COUNTY COUNCIL v. ERITH (CHURCHWARDENS, &c.); LONDON COUNTY COUNCIL v. WEST HAM (CHURCHWARDENS, &c.); LONDON COUNTY COUNCIL v. ST. GEORGE'S UNION (ASSESSMENT COMMITTEE)* [1893] A. C. 562
- Bury v. Thompson* - ([1895] 1 Q. B. 231)
Affirm. by C. A. - [1895] 2 Q. B. 696
- Busfield, In re* - - - (32 Ch. D. 123)
Referred to by North J. in *In re CLIFF. EDWARDS v. BROWN* - [1895] 2 Ch. 21
- Busk v. Aldam* - - - (L. R. 19 Eq. 16)
Followed by North J. in *In re TYSEN. KNIGHT-BRUCE v. BUTTERWORTH (No. 1)* [1894] 1 Ch. 56
- Butt v. Jones* - - - (2 Hagg. Ecc. 424)
Referred to in *ST. ANDREW'S, HOVE (VICAR, &c., OF) v. MAWH* [1896] P. 228, n.
- Byron's Charity, In re* - - (28 Ch. D. 171)
Followed by Stirling J. in *Ex parte VICAR OF CASTLE BYTHAM* [1895] 1 Ch. 348
- Bywater, In re* - - - (18 Ch. D. 17)
Distinguished by Stirling J. in *In re WILLIAMS. WILLIAMS v. WILLIAMS* [1895] W. N. 36
- "Byrell Castle," The* - - - (4 P. D. 219)
Approved by J. C. in *OWNERS OF THE "UTOPIA" v. OWNERS AND MASTER OF THE "PRIMULA." THE "UTOPIA"* [1893] A. C. 492
- Caffin v. Aldridge* - ([1895] 2 Q. B. 366)
Affirm. by C. A. - [1895] 2 Q. B. 643
- Caird v. Moss* - - - (33 Ch. D. 22, 36)
Dictum of Lopes L.J. explained by C. A. in MOORE v. FULHAM (VESTRY) [1895] 1 Q. B. 399
- Caledonian Railway v. Sprott* - (2 Macq. 462)
Lord Cranworth's view followed by Kekewich J. in *GREAT WESTERN RAILWAY v. CEFN CRIBBWR BRICK CO.* [1894] 2 Ch. 157
Applied and followed by Stirling J. in *ALDIN v. LATIMER CLARKE, MUIRHEAD & CO.* - - - [1894] 2 Ch. 437
- "Calliope," The* - - - (14 P. D. 138)
Revers. by H. L. (E.) [1891] A. C. 11
- Caloric Engine and Siren Fog Signals Co. (52 L. T. (N.S.) 846)*
Not followed by V. Williams J. in *In re BIDWELL BROTHERS* [1893] 1 Ch. 603
- Cambesfort v. Chapman* - (19 Q. B. D. 229)
Overruled by C. A. in *WEGG-PROSSER v. EVANS* - - - [1895] 1 Q. B. 108
- Camberwell, St. Giles, Vestry of v. Hunt* (56 L. J. (M.C.) 65)
Distinguished by Div. Ct. in *WILSON v. VESTRY OF ST. GILES, CAMBERWELL* [1892] 1 Q. B. 1
- Cannell, Ex parte. In re Printing Telegraph and Construction Co. of the Agence Havas* ([1894] 1 Ch. 528)
Affirm. by C. A. - [1894] 2 Ch. 392
Judgment of C. A. applied by V. Williams J. in *In re ISSUE CO.* [1895] 1 Ch. 226
- Campbell v. Holyland* - - - (7 Ch. D. 171)
Followed by Stirling J. in *BEATON v. BOULTON* - - - [1891] W. N. 30
- Campbell v. Lloyd's, Barnett's and Bosanquet's Bank* - - - ([1891] 1 Ch. 186, n.)
Explained by C. A. in *WHITLEY v. CHALLIS* - - - [1893] 1 Ch. 64
- Campbell's Case* - - - - (4 Ch. D. 470)
Applied by C. A. in *WEBB v. SHROPSHIRE RAILWAYS CO.* - [1893] 3 Ch. 307
- Canadian Direct Meat Co., In re. Tamplin's Case* ([1892] W. N. 94)
Reversed by C. A. [1892] W. N. 146
- Candler v. Tillet* - - - (22 Beav. 257)
Explained by C. A. in *In re GASQUOINE. GASQUOINE v. GASQUOINE* [1894] 1 Ch. 470
- Cann v. Willson* - - - (39 Ch. D. 39)
Overruled by C. A. in *LE LIEVRE v. GOULD* - - - [1893] 1 Q. B. 491
- Capital and Counties Bank, In re* (21 L. T. (N.S.) 516)
Distinguished by C. A. in *PRESCOTT, DIMSDALE, CAVE, TUGWELL & CO., LD. v. BANK OF ENGLAND* [1894] 1 Q. B. 361
- Cargill v. Cargill* - - - (1 S. & T. 235)
Approved by Jeune J. in *MAHONEY v. MCCARTHY* - - - [1892] P. 21

- Carlington v. Wycombe Railway Co.* (2 Eq. 825; 3 Ch. 377)
Followed by *Kekewich J.* in *DUNHILL v. NORTH EASTERN RAILWAY CO.*
[[1895] W. N. 116 (18)]
- "*Carl XV.*," *The* - - - ([1892] P. 132)
Affirm. by C. A. - - - [1892] P. 324
- Carlill v. Carbolic Smoke Ball Co.* ([1892] 2 Q. B. 484)
Affirm. by C. A. - [1893] 1 Q. B. 256
- Carpenter, In re* - - - (7 Morrell, 270)
Discussed and followed by *Chitty J.* in *In re BUDGETT. COOPER v. ADAMS*
[[1894] 2 Ch. 557]
- Carson v. Pickersgill & Sons* - (14 Q. B. D. 859)
Followed by C. A. in *RICHARDSON v. RICHARDSON* - - - [1895] P. 346
- Carter v. Silber. Carter v. Hasluck* ([1891] 3 Ch. 553)
Revers. by C. A. - ([1892] 2 Ch. 278)
C. A. affirm. by H. L. (E.) *sub nom.* *EDWARDS v. CARTER* [1893] A. C. 360
- Castlegate Steamship Co. v. Dempsey* ([1892] 1 Q. B. 54)
Revers. by C. A. - [1892] 1 Q. B. 864
- Cathcart, In re* (No. 1) - ([1892] 1 Ch. 549)
Affirm. by C. A. - [1893] 1 Ch. 466
- Cavendish-Bentinck v. Fenn* (12 App. Cas. 652)
Distinguished by C. A. in *ARCHER'S CASE* - - - [1892] 1 Ch. 322
- "*Ceto*," *The* - - - (14 App. Cas. 670)
Discussed and followed by H. L. (E.) in *THE "LANCASHIRE"* [1894] A. C. 1
- Chalk, Webb & Co. v. Tennent* (36 W. R. 263; 57 L. T. (N.S.) 598)
Followed by *Kekewich J.* in *WESTMORELAND GREEN AND BLUE SLATE CO. v. FELDEN* - - - [1891] 3 Ch. 15
- Challender v. Royle* - - - (36 Ch. D. 425)
Followed by C. A. in *JOHNSON v. EDGE*
[[1892] 2 Ch. 1]
- Chamber Colliery Co. v. Co. of Proprietors of the Rochdale Canal* - ([1894] 2 Q. B. 632)
Affirm. by H. L. (E.) [1895] A. C. 564
- Chamberlain, Ex parte* - (14 Ch. D. 323)
Doubted by C. A. in *GEDYE v. COMMISSIONERS OF WORKS* [1891] 2 Ch. 630
- Chancellor, In re* - - - (26 Ch. D. 42)
Referred to by *Chitty J.* in *In re CROWTHER. MIDGLEY v. CROWTHER*
[[1895] 2 Ch. 56]
- Chandler v. Pocock* (15 Ch. D. 491; 16 Ch. D. 648)
Considered in *In re DUKE OF CLEVELAND'S SETTLED ESTATES*
[C. A. [1893] 3 Ch. 244]
Followed by *Kekewich J.* in *In re HARMAN. LLOYD v. TARDY* [1894] 3 Ch. 607
- Chapman's Estate, In re* - (W. N. (1886) p. 17)
Disapproved by C. A. in *NUTTER v. HOLLAND* - - - [1894] 3 Ch. 408
- Chapman v. Auckland Union* (23 Q. B. D. 294)
Superseded by 56 & 57 Vict. c. 61, s. 1.
- Chapman v. Speller* (14 Q. B. 621; 19 L. J. (Q. B.) 239)
See 56 & 57 Vict. c. 71, ss. 11 (1) (c); 12 (1); 55.
- Chappell v. North* - - - ([1891] 2 Q. B. 252)
Considered by *Kekewich J.* in *IVES & BARKER v. WILLIAMS* [1894] 1 Ch. 68;
[affirm. by C. A. 2 Ch. 478]
- Charles v. Burke* - - - (43 Ch. D. 223, n.)
Followed by *North J.* in *In re BRACE. WELCH v. COLT* - [1891] 2 Ch. 671
- Charles v. Finchley Local Board* (23 Ch. D. 767)
Opinion expressed at p. 777 followed by *Romer J.* in *ATTORNEY-GENERAL v. CLERKENWELL VESTRY* [1891] 3 Ch. 527
- Charles v. Jones* - - - (33 Ch. D. 80)
Explained by C. A. in *In re BEDDOE. DOWNES v. COTTAM* [1893] 1 Ch. 547
- Charlesworth v. Mills* - (25 Q. B. D. 421)
Revers. by H. L. (E.) [1892] A. C. 231
H. L. (E.) followed by C. A. in *RANSAY v. MARGRETT* - [1894] 2 Q. B. 18
- Charlesworth v. Rudyard* - (1 C. M. & R. 896)
See 56 & 57 Vict. c. 61, s. 1.
- Charlwood v. Leasehold Investment Co.* ([1895] W. N. 47)
Considered by *V. Williams J.* in *MARWICK v. LORD TEURLLOW* [1895] 1 Ch. 776
- Chasemore v. Richards* - (7 H. L. C. 349)
Commented on by H. L. (E.) in *BRADFORD CORPORATION v. PICKLES*
[[1895] A. C. 587]
- Cherry v. Boulibes* - - - (4 My. & Cr. 442)
Considered by *Kekewich J.* in *In re AKERMAN. AKERMAN v. AKERMAN*
[[1891] 3 Ch. 212]
- Chesterfield (Earl of) Trusts, In re* (24 Ch. D. 643)
See *In re HENGLER. FROWDE v. HENGLER* - - - [1893] 1 Ch. 586
Considered by *Kekewich J.* in *In re GOODENOUGH. MARLAND v. WILLIAMS*
[[1895] 2 Ch. 537]
Followed by *Kekewich J.* in *In re MORLEY. MORLEY v. HAIG*
[[1895] 2 Ch. 733]
- Chetham v. Williamson* - - - (4 East, 469)
Commented on by C. A. in *DUKE OF SUTHERLAND v. HEATHCOTE*
[[1892] 1 Ch. 475]
- Childs v. Cox* - - - (20 Q. B. D. 290)
Overruled by C. A. in *KEMP v. WANALYN*
[[1894] 1 Q. B. 583]
- Chorlton v. Dickie* - - - (13 Ch. D. 616)
See *BAIRD v. EAST RIDING CLUB AND RACECOURSE CO.* - [1891] W. N. 144
- Christ's Hospital, Ex parte Governors of* (2 H. & M. 166)
Considered by *Chitty J.* in *In re BISHOPSGATE FOUNDATION* - [1894] 1 Ch. 185
- Christ's Hospital v. Grainger* (1 Mac. & G. 460)
Followed by C. A. in *In re TYLER. TYLER v. TYLER* - [1891] 3 Ch. 252
Distinguished by *Stirling J.* in *In re BOWEN. LLOYD PHILLIPS v. DAVIS*
[[1893] 2 Ch. 491]
- Christchurch Inclosure Act* (35 Ch. D. 355; C. A. 38 Ch. D. 520)
Affirm. by H. L. (E.) *sub nom.* *ATTORNEY-GENERAL v. MEYRICK* [1893] A. C. 1

- Christie v. Northern Counties Building Society* (43 Ch. D. 62)
Not approved by C. A. in *NORTON v. COUNTIES CONSERVATIVE PERMANENT BENEFIT BUILDING SOCIETY* [[1895] 1 Q. B. 246]
- Christie v. Ovington* - - - (1 Ch. D. 279)
Approved by Stirling J. in *In re CUNNINGHAM AND FRAYLING* [[1891] 2 Ch. 567]
- Circuitt v. Perry* - - - (23 Beav. 275)
Observed upon by C. A. in *In re BAGOT. PATON v. ORMEROD* [1893] 3 Ch. 348]
- City and South London Railway Co. v. London County Council* - ([1891] 2 Q. B. 513)
Followed by Div. Ct. in *LONDON COUNTY COUNCIL v. SCHOOL BOARD FOR LONDON* [[1892] 2 Q. B. 606]
- Clark, Ex parte* - - - (13 Q. B. D. 426)
Discussed by Kekewich J. in *In re CROOM. ENGLAND v. PROVINCIAL ASSETS CO.* - - - [1891] 1 Ch. 695]
- Clark v. Hooper* - - - (10 Bing. 480)
Considered and distinguished by C. A. in *STAMFORD, SPALDING AND BOSTON BANKING CO. v. SMITH* [1892] 1 Q. B. 765]
- Clark v. School Board for London* (L. R. 9 Ch. 120, 126).
Followed by Kekewich J. in *SCHOOL BOARD FOR LONDON v. SMITH* [[1895] W. N. 37]
- Clark v. Taylor* - - - (1 Drew. 642)
Followed by C. A. in *In re RYMER. RYMER v. STANFIELD* - [1895] 1 Ch. 19]
Considered in *In re SLEVIN. SLEVIN v. HEPBURN* - - - [1891] 1 Ch. 373;
[C. A. [1891] 2 Ch. 236]
- Clarke v. Blake* - - - (2 Bro. C. C. 320)
Followed by Chitty J. in *In re HALLETT. HALLETT v. HALLETT* [1892] W. N. 148]
- Clarke v. Wright* - - - (6 H. & N. 849)
Dissented from by J. C. in *DE MESTRE v. WEST* - - - [1891] A. C. 264]
- Clarkson v. Musgrave* - - (9 Q. B. D. 386)
Approved by H. L. (E.) in *SMITH v. BAKER & SONS* - [1891] A. C. 335]
- Clay and Tetley, In re* - - (16 Ch. D. 3)
Superseded by 56 & 57 Vict. c. 53, s. 21 (1).
- Claydon v. Finch* - - - (L. R. 15 Eq. 266)
See *PILLERS v. EDWARDS* [[1894] W. N. 212]
- Clayton v. Lord Wilton* - - (6 M. & S. 67)
Explained by J. C. in *DE MESTRE v. WEST* - - - [1891] A. C. 264]
- Clayton's Case* - - - (5 Rep. 1)
Applied by C. A. in *SIDEBOTHAM v. HOLLAND* - [1895] 1 Q. B. 378]
- Clayton's Case* - - - (1 Mer. 572)
Applied by North J. in *In re STENNING. WOOD v. STENNING* [1895] 2 Ch. 433]
- Cleather v. Twisden* - - - (28 Ch. D. 340)
Distinguished by C. A. in *RHODES v. MOULES* - - - [1895] 1 Ch. 236]
- Cleaver v. Bacon* - - - (4 Times L. R. 27)
Followed by Chitty J. in *RAPLEY v. SMART* - - - [1894] W. N. 2]
- Clements, In re* - - - ([1894] 1 Ch. 665)
Applied by C. A. in *In re WOODIN. WOODIN v. GLASS* - [1895] 2 Ch. 309]
- Clergy Orphan Corporation, In re* ([1894] 1 Ch. 145).
Considered by Kekewich J. in *In re GILCHRIST EDUCATIONAL TRUST* [[1895] 1 Ch. 387]
- Clibborn v. Clibborn* - - - (9 Ir. Jur. 381)
Observed upon by C. A. in *In re BAGOT. PATON v. ORMEROD* [1893] 3 Ch. 348]
- Clifton v. Ridsdale* - - - (1 P. D. 316)
Followed by Chancellor of Norwich in *ST. JOHN THE BAPTIST, TIMBERHILL (VICAR, &c.) v. ST. JOHN THE BAPTIST TIMBERHILL (RECTORS, &c.)* [[1895] P. 71]
- Clink v. Radford* - - - ([1891] 1 Q. B. 625)
Followed by C. A. in *HANSEN v. HARROLD BROTHERS* - [1894] 1 Q. B. 612]
- Clitheroe, Ex parte* - - (15 L. R. Ir. 15)
Not followed by V. Williams J. in *In re LONDON METALLURGICAL CO.* [[1896] 1 Ch. 758]
- Clutton & Co. v. Attenborough* ([1895] 2 Q. B. 306)
Affirm. by C. A. - [1895] 2 Q. B. 707]
- Cobb v. Great Western Railway* ([1893] 1 Q. B. 459).
Affirm. by H. L. (E.) [1894] A. C. 419]
- Cobham v. Dalton* - - - (L. R. 10 Ch. 655)
Dissented from by C. A. in *In re SMITH. HANDS v. ANDREWS* [1895] 2 Ch. 1]
- Cochrane v. Entwistle* - - (25 Q. B. D. 116)
Followed by C. A. in *In re ISAACSON. Ex parte MASON* - [1895] 1 Q. B. 333]
- Cocksedge v. Metropolitan Coal Consumers' Association* - - - ([1891] W. N. 132)
Affirm. by C. A. - [1891] W. N. 148]
- Codrington v. Lindsey* - - (L. R. 8 Ch. 578)
Followed by Romer J. on one point in *CARTER v. SILBER. CARTER v. HASLUCK* [[1891] 3 Ch. 553]
This case was reversed by C. A. [1892] 2 Ch. 278, and C. A. affirm. by H. L. (E.) *sub nom. EDWARDS v. CARTER* [[1893] A. C. 360]
- Cohen v. Mitchell* - - - (25 Q. B. D. 262)
Explained and distinguished by C. A. in *In re CLARK. Ex parte BEARDMORE* [[1894] 2 Q. B. 393]
Explained by C. A. in *In re NEW LAND DEVELOPMENT ASSOCIATION AND GRAY* [[1892] 2 Ch. 138]
Applied to leaseholds by Chitty J. in *In re CLAYTON AND BARCLAY'S CONTRACT* [[1895] 2 Ch. 212]
- Cole v. Eley* - - - ([1894] 2 Q. B. 180)
Affirm. by C. A. [1894] 2 Q. B. 350]
- Coleman v. Llewellyn* - - (84 Ch. D. 143)
Distinguished by North J. in *CHESTON v. WELLS* - - - [1893] 2 Ch. 151]

- Collinge's Settled Estates, In re* (36 Ch. D. 516)
Considered by Kekewich J. in *WILLIAMS v. JENKINS* (No. 2) - [1894] W. N. 176
- Collingham v. Sloper* - ([1893] 2 Ch. 96)
A compromise sanctioned by C. A. [1894] 3 Ch. 716
- Collins, Ex parte* - (L. R. 10 Ch. 307)
Dictum of James L.J., at p. 372, disapproved by C. A. in *EDWARDS v. MABOUS* - [1894] 1 Q. B. 587
- Collins v. Vestry of Paddington* (5 Q. B. D. 368)
Not followed by C. A. in *CUSACK v. LONDON AND NORTH WESTERN RAILWAY* [1891] 1 Q. B. 347
- Collins v. Worley* - (60 L. T. (N.S.) 748)
Followed by Div. Ct. in *O'HARA, MATTHEWS & Co. v. ELLIOT & Co.* [1895] 1 Q. B. 363
- Culman's Trade-marks, In re* ([1891] 2 Ch. 402)
Distinguished by Chitty J. in *In re PHILLIP'S TRADE-MARKS* [1891] 3 Ch. 139
- Colonial Government v. British South Africa Co.* (9 Juta, 280)
Approved by J. C. in *MARSHALL v. ORPEN* - [1895] A. C. 606
- Colquhoun, In re* - (5 D. M. & G. 35)
Referred to by C. A. in *In re SALAMAN* [1894] 2 Ch. 201
- Colquhoun v. Brooks* - (14 App. Cas. 493)
Distinguished by C. A. in *LONDON BANK OF MEXICO AND SOUTH AMERICA, LD. v. APTHORPE* - [1891] 2 Q. B. 378
Distinguished by C. A. in *SAN PAULO (BRAZILIAN) RAILWAY v. CARTER (SURVEYOR OF TAXES)* - [1895] 1 Q. B. 580
- Colquhoun v. Watts* - (14 App. Cas. 493)
Applied and followed in *BARTHOLOMAEW BREWING CO. (OF ROCHESTER) v. WYATT, NOBEL DYNAMITE TRUST CO. v. WYATT* [1893] 2 Q. B. 499
- Compagnie du Sénégal v. Woods* (53 L. J. (Ch.) 166)
Followed by Stirling J. in *PINI v. RONORONI* - [1893] 1 Ch. 633
- Companhia de Moçambique v. British South Africa Co.* - ([1892] 2 Q. B. 358)
C. A. revers. and Div. Ct. restored by H. L. (E.) - [1893] A. C. 602
- Consett Waterworks Co. v. Ritson* (L. R. 22 Q. B. D. 738)
Followed by Kekewich J. in *THOMPSON v. MEIN* - [1893] W. N. 202
- Consolidated Credit Corporation v. Gooney* (16 Q. B. D. 24)
Followed by C. A. in *SEED v. BRADLEY* [1894] 1 Q. B. 319
- Constable v. Howick* - (5 Jur. (N.S.) 331)
Followed by Chitty J. in *NATIONAL PERMANENT MUTUAL BENEFIT BUILDING SOCIETY v. RAFFER* - [1892] 1 Ch. 54
- Conway v. Fenton* - (40 Ch. D. 512)
Distinguished by Chitty J. in *In re DE TREMBIER'S SETTLED ESTATES* [1893] 1 Ch. 153
- Cook, Ex parte* - (2 P. Wms. 500)
See *In re BUDGETT, COOPER v. ADAMS* [1894] 2 Ch. 557
- Cook v. Ipswich Local Board* (L. R. 6 Q. B. 451)
Distinguished by Div. Ct. in *DEBRY CORPORATION v. GRUDGINGS* [1894] 2 Q. B. 496
- Cooke v. Smith* - (45 Ch. D. 38)
Decision of C. A. reversed, and that of Kekewich J. restored by H. L. (E.) *sub nom. SMITH v. COOKE, STOREY v. COOKE* - [1891] A. C. 297
- Cooper v. Cresswell* - (L. R. 2 Ch. 112)
Applied by Kekewich J. in *In re ENGLAND, STEWARD v. ENGLAND* [1895] 2 Ch. 100
This case affirm. by C. A. [1895] 2 Ch. 320
- Cooper, Ex parte* - (26 Ch. D. 693)
Explained by H. L. (E.) in *HEWLETT v. ALLEN & SONS* - [1894] A. C. 383
- Cooper v. Griffin* - ([1892] 1 Q. B. 740)
Followed by Div. Ct. in *HOWARD v. SADLER* - [1893] 1 Q. B. 1
- Cooper v. Wandsworth District Board of Works* (14 C. B. (N.S.) 180)
Considered by Stirling J. in *ATTORNEY-GENERAL v. HOOPER* [1893] 3 Ch. 483
- Coppock v. Bower* - (4 M. & W. 361)
See 54 & 55 Vict. c. 39, s. 14 (4)
- Corbet Davies, In re* (15 W. R. 46; 15 L. T. 161)
Not followed by C. A. in *In re H. A. GREY* - [1892] 2 Q. B. 440
- Coren v. Barne* - (22 Q. B. D. 249)
Approved by C. A. in *DE PASS v. CAPITAL AND INDUSTRIES CORPORATION* [1891] 1 Q. B. 216
- Cork and Youghal Railway Co., In re* (L. R. 4 Ch. 748)
Explained by C. A. in *PORTSEA ISLAND BUILDING SOCIETY v. BARCLAY* [1895] 2 Ch. 298
- Cormack v. Baisley* - (3 De G. & J. 157)
Followed by Kekewich J. in *In re KNIGHT, KNIGHT v. GARDNER* [1892] 2 Ch. 368
- Cornish, In re. Ex parte Board of Trade* ([1895] 2 Q. B. 634)
Affirm. by C. A. [1895] W. N. 152 (3)
- Corpe v. Overton* - (10 Bing. 252)
Followed by Stirling J. in *HAMILTON v. VAUGHAN-SHEERIN ELECTRICAL ENGINEERING CO.* - [1894] 3 Ch. 589
- Corporation of the Sons of the Clergy v. Sutton* (27 Beav. 651)
Followed by Stirling J. in *In re ST. JOHN STREET WESLEYAN METHODIST CHAPEL, CHESTER* - [1893] 2 Ch. 618
- Cotterworth v. Spokes* - (10 C. B. (N.S.) 103)
Held by C. A. not to be inconsistent with *Brewer v. Eaton* (3 Doug. 230) in *THOMAS v. LULHAM* [1895] 2 Q. B. 400
- Couch v. Steel* - (3 E. & B. 402)
See *COWLEY v. NEWMARKET LOCAL BOARD* - H. L. (E.) [1892] A. C. 345

- Coulthart v. Clementson* - (5 Q. B. D. 42, 48)
 Referred to by Romer J. in *In re SILVESTER. MIDLAND RAILWAY v. SILVESTER* - [1895] 1 Ch. 573
- Counsell v. Westminster Loan and Discount Co.* (19 Q. B. D. 512)
 Followed by C. A. in *EDWARDS v. MARCUS* - [1894] 1 Q. B. 587
- "*Courier, The* - - - ([1891] P. 855)
 Applied by Bruce J. in *THE "HESTIA"* (No. 2) - [1895] W. N. 100
 Followed by Div. Ct. in *O'HARA, MATTHEWS & Co. v. ELLIOT & Co.* [1893] 1 Q. B. 362
- Courtauld v. Leigh* - - - (L. R. 4 Ex. 126)
 Followed by Romer J. in *COLLIS v. LAUGHER* - [1894] 3 Ch. 659
- Courtenay v. Williams* (3 Hare, 539; 15 L. J. (N.S.) Ch. 204)
 Considered by Kekewich J. in *In re AKERMAN. AKERMAN v. AKERMAN* [1891] 3 Ch. 219
- Courtier, In re* - - - (84 Ch. D. 136)
 Followed by Kekewich J. in *In re BARING. JEUNE v. BARING* [1893] 1 Ch. 61
- Courtney v. Cole* - - - (19 Q. B. D. 447)
 Distinguished by Bruce J. in *THE "WINESTEAD"* - [1895] P. 170
- Couturier v. Hastie* - - - (8 Ex. 40)
 Applied in *SUTTON & Co. v. GREY* [C. A. 1894] 1 Q. B. 285
- Coven v. Phillips* - - - (33 Beav. 18)
 Explained by Chitty J. in *FILLINGHAM v. WOOD* - [1891] 1 Ch. 51
- Cowley v. Newmarket Local Board* ([1892] A. C. 345)
 Followed by J. C. in *SYDNEY (MUNICIPAL COUNCIL) v. BOURKE* [1895] A. C. 433
- Cox's Case* - - - (4 D. J. & S. 53)
 Distinguished by C. A. in *In re BRITANNIA FIRE ASSOCIATION. COVENTRY'S CASE* - [1891] 1 Ch. 202
- Cox v. Bennett* - - - ([1891] 1 Ch. 617)
 See now s. 2 of the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63).
 See also *PILLERS v. EDWARDS* [1894] W. N. 212
- Cox v. Willoughby* - - - (13 Ch. D. 863)
 Discussed by Stirling J. in *DAW v. HERRING* - [1892] 1 Ch. 284
- Craddock v. Scottish Provident Institution* ([1893] W. N. 146)
 Affirm. by C. A. - [1894] W. N. 83
- Craddock v. Piper* - - - (1 Mac. & G. 664)
 Followed in *STONE v. LICKORISH* [1891] 2 Ch. 363
 Considered by C. A. in *In re DOODY. HIBBERT v. LLOYD* - [1893] 1 Ch. 129
- Cranley v. Dixon* - - - (23 Beav. 512)
 Followed by Stirling J. in *In re WHITEHEAD. PEACOCK v. LUCAS* [1894] 1 Ch. 678
- Crawford v. Forshaw* - - - (43 Ch. D. 643)
 Revers. by C. A. - [1891] 2 Ch. 261
- Crawley v. Crawley* - - - (7 Sim. 427)
 Applied by Stirling J. in *In re WHITEHEAD. PEACOCK v. LUCAS* [1894] 1 Ch. 678
- Creaton v. Creaton* - - - (3 Sm. & Giff. 386)
 Considered and applied by Chitty J. in *In re BROOKE. BROOKE v. BROOKE* (No. 1) [1894] 1 Ch. 43
- Cresswell v. Davidson* - - - (56 L. T. (N.S.) 811)
 Approved by C. A. in *NIND v. NINETEENTH CENTURY BUILDING SOCIETY* [1894] 2 Q. B. 226
- Crew v. Cummings* - - - (21 Q. B. D. 420)
 Has overruled *In re Dobbin's Settlement* (56 L. J. (Q.B.) 295), per C. A. in *In re PARSONS. Ex parte FURBER* [1893] 2 Q. B. 122
- Croft, In re* - - - ([1892] 1 Ch. 652)
 Distinguished by Stirling J. in *In re BOURNE* - [1893] 1 Ch. 188
- Cromford Canal Co. v. Cutts* (5 Rail. Cas. 442)
 Distinguished by H. L. (E.) in *CHAMBER COLLIERY Co. v. ROODDALE CANAL Co.* [1895] A. C. 464
- Crook v. Hill* (L. R. 6 Ch. 311; L. R. 6 H. L. 265)
 Followed by Stirling J. in *In re DEAKIN. STARKEY v. EYRES* - [1894] 3 Ch. 565
- Crook v. Morley* - - - (24 Q. B. D. 320)
 Affirm. by H. L. (E.) [1891] A. C. 316
- Crossley v. Maycock* - - - (L. R. 18 Eq. 180)
 Followed by Romer J. in *JONES v. DANIEL* - [1894] 2 Ch. 332
- Crooks's Trusts, In re* - - - (14 Ch. D. 304, 610)
 See *In re STOCKEN'S SETTLEMENT TRUSTS* [1893] W. N. 203
- Cruickshank v. Duffin* - - - (L. R. 13 Eq. 555)
 Followed by Romer J. in *THORNE v. THORNE* - [1893] 3 Ch. 198
- Cumberland Union Banking Co. v. Maryport Hematite Iron and Steel Co. In re Maryport Hematite Iron and Steel Co.* ([1892] 1 Ch. 415)
 Followed by C. A. in *GOUGH v. WOOD* [C. A. 1894] 1 Q. B. 713
- Cunynghame v. Thurlow* (1 Russ. & My. 436, n.)
 Followed by North J. in *In re RADCLIFFE. RADCLIFFE v. BEWES* [1891] 2 Ch. 663
 Not followed by C. A. in *In re RADCLIFFE. RADCLIFFE v. BEWES* [1892] 1 Ch. 227
- Cushing v. Dupuy* - - - (5 App. Cas. 409)
 Followed by J. C. in *TENNANT v. UNION BANK OF CANADA* - [1894] A. C. 31
- Dalison's Settled Estates, In re* ([1892] 3 Ch. 522)
 Considered by Kekewich J. in *In re MARQUIS OF BRISTOL'S SETTLED ESTATES* [1893] 3 Ch. 161
- D'Amico v. Trigona* - - - (13 App. Cas. 806)
 Followed by J. C. in *SCBERRAS TRIGONA v. SCBERRAS D'AMICO* [1892] A. C. 69
- Daniel v. Ferguson* - - - ([1891] 2 Ch. 27)
 Followed by C. A. in *VON JOEL v. HORNSEY* - [1895] 2 Ch. 774

- Darlaston Local Board v. London and North Western Railway* ([1894] 2 Q. B. 45)
 Reversed by C. A. - [1894] 2 Q. B. 694
- Darley v. Reg.* - - - (12 Cl. & F. 520)
 Followed by Div. Ct. in *Reg. v. Burrows* - - - [1893] 1 Q. B. 399
- Darley Main Colliery Co. v. Mitchell* (11 App. Cas. 127)
 Followed by C. A. in *CRUMBLE v. WALLS-END LOCAL BOARD* [1891] 1 Q. B. 503
- Darlington v. Hamilton* - - - (Kay, 550)
 Commented on and distinguished by North J. in *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* [1895] 1 Ch. 190
- Daveron, In re* - - - ([1893] 3 Ch. 421)
 Considered by Kekewich J. in *In re WOOD, TULLETT v. COLVILLE* [1894] 2 Ch. 310; affirm. by C. A. [1894] 3 Ch. 381
- David, In re. Buckley v. Royal National Life Boat Institution* (41 Ch. D. 168; 43 Ch. D. 27)
 Overruled by 54 & 55 Vict. c. 73, s. 3.
- Davidson's Settlement Trusts, In re* (L. R. 15 Eq. 383)
 Followed by North J. in *In re LAWSON'S TRUSTS* - - - [1895] W. N. 153 (11)
- Davies' Case* - - - (45 Ch. D. 537)
 See *MARQUIS OF BUTE'S CASE* [1892] 2 Ch. 100
- Davies v. Davies* - - - (86 Ch. D. 359)
 As to costs on higher scale, see *THE "ROBIN"* - - - [1893] P. 95
- Davies v. Gregory* - - - (L. R. 3 P. & D. 28)
 Followed by Barnes J. in *ROSE v. NIX* [1893] P. 55
- Davies v. Williams* - - - (16 Q. B. 546)
 Followed by Chitty J. in *LANE v. CAPSEY* - - - [1891] 3 Ch. 411
- Davies v. Wright* - - - (32 Ch. D. 220)
 Considered by Kekewich J. in *BREWER v. SQUARE* - - - [1892] 2 Ch. 111
- Davis v. Stribolt* - - - (6 Rep. Pat. Cas. 207)
 Distinguished by Romer J. in *In re DENSHAM'S TRADE-MARK* [1895] 2 Ch. 176
- Davis v. Treharne* - - - (6 App. Cas. 460)
 See *TWYERBOULD v. CHAMBER COLLIERY CO.* - - - C. A. [1893] W. N. 27
- Davison v. Gent* - - - (1 H. & N. 744)
 Followed by Chitty J. in *WALLIS v. HANDS* - - - [1893] 2 Ch. 75
- Daykin v. Parker* - - - ([1894] 2 Q. B. 278)
 Affirm. by C. A. - [1894] 2 Q. B. 556
- Deakin, In re* - - - ([1894] 3 Ch. 565)
 Followed by North J. in *In re JEANS, UPTON v. JEANS* - [1895] W. N. 98
- Deakin v. Laker* - - - (30 Ch. D. 169)
 Overruled by 56 & 57 Vict. c. 63, s. 1 (a).
- Dean v. McDonnell* - - - (8 Ch. D. 345)
 Followed by C. A. in *AAS v. BENHAM* [1891] 2 Ch. 244
- Dearle, Ex parte* - - - (14 Q. B. D. 184)
 Distinguished by C. A. in *In re GAMGEE* [1891] W. N. 106
- De Beaufort, In the Goods of* - ([1893] P. 231)
 See *IN THE GOODS OF SCOTT* [1895] P. 342
- Decroix, Verley & Cie. v. Meyer & Co.* (25 Q. B. D. 343)
 Affirm. by H. L. (E.) [1891] A. C. 520
- Deeming, Ex parte* - - - ([1892] A. C. 422)
 Followed by J. C. in *KOPS v. REG. Ex parte KOPS* - - - [1894] A. C. 680
- Delany v. Mansfield* - - - (1 Hogan, 234)
 Not followed by Stirling J. in *In re HOARE, HOARE v. OWEN* [1893] 3 Ch. 94
- De Mattos v. Benjamin* - - - (63 L. J. (Q.B.) 248)
 Followed by Stirling J. in *HARVEY v. HART* - - - [1894] W. N. 72
- De Mestre v. West* - - - ([1891] A. C. 264)
 Followed by C. A. in *ATTORNEY-GENERAL v. JACOBS-SMITH* [1895] 2 Q. B. 341
- Denaby Main Colliery Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (14 Q. B. D. 209; 11 App. Cas. 97)
 Discussed and explained by C. A. in *PHIPPS v. LONDON AND NORTH WESTERN RAILWAY CO.* - [1893] 2 Q. B. 329
- Dent v. Dent* - - - (84 L. J. (P. & M.) 118; 4 S. & T. 105)
 Followed by Barnes J. in *MOORE v. MOORE* - - - [1892] P. 382
- Denver Hotel Co., In re* - ([1893] 1 Ch. 495)
 Commented on by H. L. (E.) in *BRITISH AND AMERICAN TRUSTEE AND FINANCIAL CORPORATION v. COOPER* [1894] A. C. 399
- De Pass v. Capital and Industries Corporation* ([1891] 1 Q. B. 216)
 Affirm. by H. L. (E.) *sub nom. VINALL v. DE PASS* - - - [1892] A. C. 90
- Derry v. Peek* - - - (14 App. Cas. 337)
 See *ANGUS v. CLIFFORD* [1891] 2 Ch. 449
- Distinguished by C. A. in *LOW v. BOUVIERIE* - - - [1891] 3 Ch. 82
 Explained by C. A. in *TOMKINSON v. BALKIS CONSOLIDATED CO.* [1891] 2 Q. B. 614
- Observed on by C. A. in *LE LIEVRE v. GOULD* - - - [1893] 1 Q. B. 491
- Dewhurst's Trusts, In re* - - - (33 Ch. D. 416)
 Referred to in *In re STROKEN'S SETTLEMENT TRUSTS* - [1893] W. N. 203
- Diamond Fuel Company, In re* (13 Ch. D. 400)
 Explained by North J. in *In re CRYSTAL REEF GOLD MINING CO.* [1892] 1 Ch. 406
- Dick, In re. Lopes v. Hume-Dick* ([1891] 1 Ch. 423)
 Affirm. by H. L. (E.) *sub nom. HUME v. LOPES* - - - [1892] A. C. 112
 See *In re OWTHTWAITE, OWTHTWAITE v. TAYLOR* - - - [1891] 3 Ch. 494

- Dicks v. Brooks* - - - (15 Ch. D. 22)
Followed by C. A. in *HANFSTAENGL v. EMPIRE PALACE*. *HANFSTAENGL v. NEWNES* - - - [1894] 3 Ch. 109
This case was affirm. by H. L. (E.) *sub nom.* *HANFSTAENGL v. H. R. BAINES & Co., Ltd.* - - - [1895] A. C. 20
- Dickson, In re* - - - (29 Ch. D. 331)
Followed by Chitty J. in *In re CLEMENTS. CLEMENTS v. PEARSALL* [1894] 1 Ch. 665
- Diggles, In re* - - - (39 Ch. D. 253)
Followed by C. A. in *In re HAMILTON. TRENCH v. HAMILTON* [1898] 2 Ch. 379
- Dingor v. Matthews* - - - (88 L. T. 139)
Followed by Q. B. Div. in *POLE v. BRIGHT* - - - [1892] 1 Q. B. 603
- Dixon v. Morley* - - - (W. N. (1869) 49)
Followed by North J. in *PULLEN v. ISAACS* - - - [1895] W. N. 90
- Dixon v. Pynor* - - - (55 L. J. (Ch.) 566)
Followed by C. A. in *In re HARDING. ROGERS v. HARDING* [1894] 3 Ch. 315
- Dixon v. White* - - - (8 App. Cas. 833)
See *TWYERBOLD v. CHAMBER COLLIERY Co.* - - - C. A. [1892] W. N. 27
- Dobbin's Settlement, In re* (56 L. J. (Q.B.) 295)
Is overruled by *Craw v. Cummings* (21 Q. B. D. 420), per C. A. in *In re PARSONS. Ex parte FURBER* [1893] 2 Q. B. 123
- Doe v. Biggs* - - - (2 Taunt. 109)
Criticized and doubted by C. A. in *In re LASHMAR. MOODY v. PENFOLD* [1891] 1 Ch. 258
- Doe v. Clarke* - - - (2 H. Bl. 399)
Followed by Chitty J. in *In re HALLETT* [1892] W. N. 148
- Doe v. Green* - - - (4 M. & W. 229)
Followed by North J. in *In re ATKINSON. WILSON v. ATKINSON* - [1892] 3 Ch. 52
- Doe v. Manning* - - - (9 East, 59)
See 56 & 57 Vict. c. 21, s. 2.
- Doe v. Vardill* - (2 Cl. & F. 571; 7 Ibid. 895)
Distinguished by Stirling J. in *In re GREY. GREY v. EARL OF STAMFORD* [1892] 3 Ch. 88
- Doe v. Walker* - - - (12 M. & W. 591)
Followed by North J. in *In re CHAMPION. DUDLEY v. CHAMPION* [1893] 1 Ch. 101
- Dotdige v. Carpenter* - - - (6 M. & S. 47)
Distinguished by C. A. in *BARING v. ABINGDON* - - - [1892] 2 Ch. 374
- Dominion of Canada Freehold Estate and Timber Co. (55 L. T. (N.S.) 347)*
Followed by Stirling J. in *FOLLIT v. EDDYSTONE GRANITE QUARRIES* [1892] 3 Ch. 75
- Dominion of Canada Plumbago Co., In re* (27 Ch. D. 33)
Followed by V. Williams J. in *In re LONDON METALLURGICAL Co.* [1895] 1 Ch. 758
- Donaldson, In re* - - - (27 Ch. D. 554)
Considered by C. A. in *In re DOODY* [1893] 1 Ch. 129
- Donnell v. Bennett* - - - (22 Ch. D. 885)
Referred to by Wright J. in *GRIMSTON v. CUNINGHAM* - [1894] 1 Q. B. 125, [at p. 132]
- Doody, In re* - - - ([1893] 1 Ch. 129)
Followed by Kekewich J. in *WELBY v. STILL (No. 2)* - [1893] W. N. 91
Rendered obsolete as to costs of solicitor-mortgagee by 58 & 59 Vict. c. 23, s. 2.
- Dorin v. Dorin* - - - (L. R. 7 H. L. 568)
Followed by Kekewich J. in *In re HARRISON. HARRISON v. HIGSON* [1894] 1 Ch. 561
- Douglas v. Forrest* - - - (4 Bing. 686)
Explained and approved by J. C. in *MOHAMIDU MOHIDEEN HADJIAR v. PITCHAY* - - - [1894] A. C. 437
- Dowling v. Pontypool, Caerleon, and Newport Railway Co. (L. R. 18 Eq. 714)*
Discussed by C. A. in *PROTHEROE v. TOTTENHAM AND FOREST GATE RAILWAY Co.* - - - [1891] 3 Ch. 278
- Dowse, In re* - - - (50 L. J. (Ch.) 285)
Followed by Stirling J. in *In re HORLOCK. CALHAM v. SMITH* [1895] 1 Ch. 516
- Dowse v. Gorton* - - - (40 Ch. D. 536)
Affirm. with variations by H. L. (E.) [1891] A. C. 190
Referred to by Kekewich J. in *In re BACH* - - - [1892] W. N. 108
Applied and followed by Kekewich J. in *In re BROOKE. BROOKE v. BROOKE (No. 2)* - - - [1894] 2 Ch. 600
See also *In re KIDD* - [1894] W. N. 73
- Dowson, In re* - - - (21 Q. B. D. 417)
Distinguished by Cave J. in *In re PROCTOR* - - - [1891] 2 Q. B. 433
- Doyle v. Kaufmann* - - - (3 Q. B. D. 7, 340)
Followed by C. A. in *HEWETT v. BARR* [1891] 1 Q. B. 98
- Drake v. Mitchell* - - - (8 East, 251)
Followed by C. A. in *WEGG-PROESSER v. EVANS* - - - [1895] 1 Q. B. 108
- Drake v. Trefusis* - - - (L. R. 10 Ch. 364)
Considered in *VINE v. RALEIGH* [1891] 2 Ch. 13
- Dreyfus v. Peruvian Guano Co. (48 Ch. D. 316)*
Varied by H. L. (E.) [1892] A. C. 166
Referred to by C. A. in *MARTIN v. PRICE* [1894] 1 Ch. 276
- Driver v. Broad* - - - ([1893] 1 Q. B. 539)
Affirm. by C. A. - [1893] 1 Q. B. 744
- Dronfield Silkestone Coal Co., In re (No. 2) (23 Ch. D. 511)*
Not followed by V. Williams J. in *In re LONDON METALLURGICAL Co.* [1895] 1 Ch. 758
- Drummond v. Sant* - - - (L. R. 6 Q. B. 763)
Approved by C. A. in *WARREN v. MURRAY* - - - [1894] 2 Q. B. 648
- Drummond's Patent, In re* - - - (43 Ch. D. 80)
See *In re GÖRZ & HOGH'S PATENT* [1895] W. N. 105

- Duckmanton v. Duckmanton* - (5 H. & N. 219)
Distinguished by Romer J. in *ASTEN v. ASTEN* - [1894] 3 Ch. 260
- Duke v. Davis* - ([1893] 2 Q. B. 107)
Affirm. by C. A. - [1893] 2 Q. B. 260
- "*Duke of Buccleuch*," *The* - (15 P. D. 86)
Affirm. by H. L. (E.) (the votes for and against being equal) [1891] A. C. 310
- Duncombe v. Brighton Club and Norfolk Hotel Co.* (L. R. 10 Q. B. 371)
Commented on by H. L. (E.) in LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO. [1893] A. C. 429
- Dunkhill v. North Eastern Railway Co.* ([1895] W. N. 116 (13))
Revers. by C. A. [1895] W. N. 156 (3)
- Duns v. Devon and Exeter Constitutional Newspaper Co.* - ([1895] 1 Q. B. 211, n.)
Distinguished by C. A. in *GRAY v. BARTHOLOMEW* - [1895] 1 Q. B. 209
- "*Dunstanborough*," *The* - ([1892] P. 363, n.)
Distinguished by Div. Ct. in *THE "HORNET"* - [1892] P. 361
- Dyke v. Stephens* - (80 Ch. D. 189)
Followed by Kekewich J. in *SCOTT v. CONSOLIDATED BANK* [1893] W. N. 56
- Dymond v. Croft* - (3 Ch. D. 512)
See *JACKSON v. KILHAM* [1891] W. N. 171
- Eager, In re* - (22 Ch. D. 86)
Referred to by North J. in *In re CLIFF, EDWARDS v. BROWN* - [1895] 2 Ch. 31
- Earl v. Stocker* - (2 Vern. 251)
Considered by Kekewich J. in *In re WHITLEY AND ROBERTS* [1891] 1 Ch. 548
- Ecclesiastical Commissioners v. Rouse* (4 Q. B. D. 63; 5 App. Cas. 736)
Explained by Chitty J. in *ECCLESIASTICAL COMMISSIONERS v. TREEMER* [1893] 1 Ch. 166
- Eddystone Marine Insurance Co., In re* ([1893] 3 Ch. 96)
Referred to by V. Williams J. in *In re THEATRICAL TRUST, LD. CHAPMAN'S CASE* - [1895] 1 Ch. 771
- "*Eden*," *The* - ([1892] P. 67)
Approved by C. A. in *THE "DELANO"* [1895] P. 40
- Edgware Highway Board v. Colns Valley Water Co.* (46 L. J. (Ch.) 889)
Approved by C. A. in *EAST MOLESLEY LOCAL BOARD v. LAMBETH WATERWORKS CO.* - [1892] 3 Ch. 289
- Edison Telephone Co. v. India Rubber Co.* (17 Ch. D. 137).
See *MORRIS, WILSON & CO. v. COVENTRY MACHINIST CO.* - [1891] 3 Ch. 418
- Edmonds, Ex parte* - (80 W. R. 432)
Approved by C. A. in *In re MILLER, Ex parte OFFICIAL RECEIVER* [1893] 1 Q. B. 327
- Edwards, In re* - (L. R. 9 Ch. 97)
Followed by Kekewich J. in *In re COGHLAN. BROUGHTON v. BROUGHTON* [1894] 3 Ch. 76
- Edwards v. Dennis* - (30 Ch. D. 454)
Discussed and applied by Chitty J. in *HARGREAVE v. FREEMAN* [1891] 3 Ch. 39
- Eglinton, Earl of v. Norman* (46 L. J. (Ex.) 557; 3 Asp. M. L. O. (N.S.) 471)
Overruled by H. L. (E.) in *ARROW SHIPPING CO. v. TYNE IMPROVEMENT COMMISSIONERS, THE "CRYSTAL"* [1894] A. C. 508
- Eldridge v. Stacey* - (15 C. B. (N.S.) 458)
Approved by C. A. in *LONG v. CLARKE* [1894] 1 Q. B. 119
- Elkins v. Onslow* - (19 L. T. (N.S.) 528)
Distinguished by Div. Ct. in *MUNRO v. BALFOUR* - [1893] 1 Q. B. 113
- Ellard v. Lord Llandaff* (1 Ball & B. 241; 12 R. R. 22)
Considered by Chitty J. in *TURNER v. GREEN* - [1895] 2 Ch. 205
- Elliott v. Dearsley* - (16 Ch. D. 322)
Followed by North J. in *In re BOARDS, KNIGHT v. KNIGHT* [1895] 1 Ch. 499
- Elliott v. Elliott* - (12 Sim. 276)
Referred to by Kekewich J. in *WILLERTON v. STOCKS* - [1892] W. N. 29
- Ellis, Ex parte* - (2 Ch. D. 796)
Approved by J. C. in *ADMINISTRATOR-GENERAL OF JAMAICA v. LASCELLES, DE MERCADO & CO. In re REES' BANKRUPTCY* - [1894] A. C. 135
- Else v. Else* - (L. R. 13 Eq. 196)
Referred to by North J., in *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* - [1895] 1 Ch. 190
- Emanuel and Simmonds, In re* - (33 Ch. D. 40)
Followed by C. A. in *In re SAVERY AND STEVENS* - [1892] W. N. 83
Approved by H. L. (E.) in *SAVERY v. ENFIELD LOCAL BOARD* [1893] A. C. 218
Followed by Chitty J. in *In re NEGUS* [1895] 1 Ch. 73
- Emmins v. Bradford* - (18 Ch. D. 493)
Not followed by C. A. in *STODDART v. SAVILLE* - [1894] 1 Ch. 480
- Emuss v. Smith* - (2 De G. & Sm. 722)
Explained by Chitty J. in *In re ISAACS, ISAACS v. REGINALD* - [1894] 3 Ch. 506
Followed by Stirling J. in *In re PYLE, PYLE v. PYLE* - [1895] 1 Ch. 724
- England, In re. Steward v. England* ([1895] 2 Ch. 100)
Affirm. by C. A. - [1895] 2 Ch. 820
- English Joint Stock Bank, In re* (L. R. 3 Eq. 203)
Followed by Kekewich J. in *In re WEST-MORELAND GREEN AND BLUE SLATE CO.* [1892] W. N. 2
- English and Scottish Mercantile Investment Trust v. Brunton* - ([1892] 2 Q. B. 1)
Affirm. by C. A. - [1892] 2 Q. B. 700

- "*Englishman*" and *The "Australia," The* (No. 1) ([1894] P. 289)
See *THE "ENGLISHMAN" AND THE "AUSTRALIA"* (No. 2) - [1895] P. 212
- Etoile, In re Trade-Mark of la Société Anonyme des Verreries de l'* (No. 2) ([1894] 1 Ch. 61)
Affirm. by C. A. - [1894] 2 Ch. 26
- European Bank, In re* - (19 W. R. 268)
Not followed by V. Williams J. in *In re HAMPSHIRE LAND CO.* [1894] 2 Ch. 632
- European Life Assurance Co., In re* (L. R. 10 Eq. 403)
Considered by North J. in *In re CRYSTAL REEF GOLD MINING CO.* [1892] 1 Ch. 408
- Evans, In re* - (42 L. J. (Ch.) 357)
Distinguished by North J. in *GEDYE v. COMMISSIONERS OF WORKS* [1891] 2 Ch. 630
- Evans v. Evans* - - - (Cons. Rep. 35)
Referred to by C. A. in *RUSSELL v. RUSSELL* - - - [1895] P. 315
- Evans v. Harlow* - - - (5 Q. B. 624)
Approved by H. L. (E.) in *WHITE v. MELLIN* - - - [1895] A. C. 154
- Evans v. Prothero* - - - (1 D. M. & G. 572)
Distinguished by Kekewich J. in *ASHLING v. BOON* - - - [1891] 1 Ch. 568
- Everard v. Kendall* - - (L. R. 5 C. P. 428)
Approved by C. A. in *REG. v. JUDGE OF THE CITY OF LONDON COURT* (No. 2) [1892] 1 Q. B. 273
- Evers v. Challis* - - - (7 H. L. C. 531)
Considered by C. A. in *In re BENCE. SMITH v. BENCE* - [1891] 3 Ch. 242
- Exmouth Docks Co., In re* - (L. R. 17 Eq. 181)
Not followed by Stirling J. in *In re BOROUGH OF PORTSMOUTH (KINGSTON, FRATTON, AND SOUTHBSEA) TRAMWAY* [1892] 2 Ch. 362
- Eyre v. Wynn-Mackenzie* - ([1894] 1 Ch. 218)
Rendered obsolete as to costs of solicitor-mortgagee by 58 & 59 Vict. c. 25, s. 2.
- Fairfield v. Morgan* - (2 B. & P. (N.R.) 38)
Rule in applied by Chitty J. in *WRIGHT v. MARSON* - [1895] W. N. 148 (11)
- Faithfull v. Ewen* - - - (7 Ch. D. 495)
Followed by Div. Ct. in *COLE v. ELEY* [1894] 2 Q. B. 180;
[by C. A. [1894] 2 Q. B. 350]
- Faleke v. Scottish Imperial Insurance Co.* (34 Ch. D. 234)
Considered by Kekewich J. in *SECURITIES PROPERTIES INVESTMENT CORPORATION v. BRIGHTON ALHAMBRA* [1893] W. N. 15
- "*Fanny M. Carvill, The* (13 App. Cas. 455, n.)
Approved by H. L. (E.) in *EASTERN STEAMSHIP CO. v. SMITH. THE "DUKE OF BUCCLEUCH"* - [1891] A. C. 310
- Farbenfabriken Application, In re* ([1894] 1 Ch. 645)
Distinguished by Romer J. in *In re DENSHAM'S TRADE-MARK* [1895] 2 Ch. 176
- Farnham, In re* - - - ([1895] W. N. 127)
Considered by Stirling J. in *FARNHAM v. MILWARD* - - - [1895] 2 Ch. 730
- Farrer v. Lacy, Hartland & Co.* (31 Ch. D. 51)
Followed by C. A. in *EARL POULETT v. VISCOUNT HILL* - [1893] 1 Ch. 277
- Faure Electric Accumulator Co., In re* (40 Ch. D. 141)
Distinguished by C. A. in *METROPOLITAN COAL CONSUMERS' ASSOCIATION v. SCRIMGEOUR* - - - [1893] 2 Q. B. 604
- Fechter v. Montgomery* - - - (83 Beav. 22)
Distinguished in *GRIMSTON v. CUNINGHAM* - - - [1894] 1 Q. B. 125
- Federal Bank of Australia, In re* ([1893] W. N. 46)
Affirm. by C. A. - [1893] W. N. 77
- Fellows v. Owners of the "Lord Stanley"* ([1893] 1 Q. B. 98)
Overruled by 56 & 57 Vict. c. 37, ss. 6, 7, 8.
- Fendall v. O'Connell* - - - (21 Ch. D. 899)
Followed by Kekewich J. in *SCOTT v. CONSOLIDATED BANK* [1893] W. N. 56
- Fenwick v. East London Railway Co.* (L. R. 20 Eq. 544)
Distinguished by V. Williams J. in *HARRISON v. SOUTHWARK AND VAUXHALL WATER CO.* - - - [1891] 2 Ch. 409
- Ferrand v. Hallas Land and Building Co.* ([1893] 2 Q. B. 135)
Distinguished by Romer J. in *MINEHEAD LOCAL BOARD v. LUTTRELL* [1894] 2 Ch. 178
But followed by Romer J. in *VOWLES v. COLMER* - - - [1895] W. N. 42
- Figg v. Moore* - - - ([1894] 2 Q. B. 690)
Approved by C. A. in *TRUSTEE OF JOHN BURNS-BURNS v. BROWN* [1895] 1 Q. B. 324
- Fillingham v. Wood* - - - ([1891] 1 Ch. 51)
See 57 & 58 Vict. c. ccciii. s. 5 (32).
- Finch v. Squire* - - - (10 Ves. 41)
Questioned by C. A. in *In re PICKARD. ELMSLEY v. MITCHELL* [1894] 3 Ch. 704
- Finska Angfartygs Aktiebolaget v. Brown, Toogood & Co.* - - - ([1891] W. N. 87)
Revers. by C. A. - [1891] W. N. 116
- Firbank's Executors v. Humphreys* (18 Q. B. D. 54)
Distinguished by Romer J. in *ELKINGTON & CO. v. HURTER* - [1892] 2 Ch. 452
- Fish v. Kempton* - - - (7 C. B. 687)
Applied in *MONTAGU v. FORWOOD* [C. A. [1893] 2 Q. B. 350]
- Fishburn v. Hollingshead* - ([1891] 2 Ch. 371)
Not followed by Charles J. in *HANFSTAENGL ART PUBLISHING CO. v. HOLLOWAY* - - - [1893] 2 Q. B. 1
Disapproved by C. A. in *HANFSTAENGL v. AMERICAN TOBACCO CO.* [1895] 1 Q. B. 347
- Fisher, In re* - - - ([1894] 1 Ch. 53)
Affirm. by C. A. - [1894] 1 Ch. 450
- Fisk v. Attorney-General* - (L. R. 4 Eq. 521)
Followed by C. A. in *In re RYMER. RYMER v. STANFIELD* [1895] 1 Ch. 19

- Fitzgerald v. Dressler* - (7 C. B. (N.S.) 374)
Applied by C. A. in *SUTTON v. GREY*
[1894] 1 Q. B. 235
- Fitzgerald v. Fitzgerald* (L. R. 1 P. & D. 694)
Explained by JEUNE J. in *MAHONEY v. McCARTHY* - [1893] P. 21
- Fleet v. Murton* - (L. R. 7 Q. B. 126)
Applied by C. A. in *SUTTON v. GREY*
[1894] 1 Q. B. 235
- Fletcher v. Rylands* (L. R. 1 Ex. 265; 3 H. L. 350)
Followed and extended by Kekewich J. in *NATIONAL TELEPHONE CO. v. BAKER*
[1893] 3 Ch. 186
Distinguished by Div. Ct. in *PONTING v. NOAKES* - [1894] 2 Q. B. 281
- Floating Dock of St. Thomas, In re* ([1895] 1 Ch. 691)
Applied by Stirling J. in *In re LONDON AND NEW YORK INVESTMENT CORPORATION* - [1895] 2 Ch. 800
- Flower v. Lew Leyton Local Board* (5 Ch. D. 347)
Superseded by 56 & 57 Vict. c. 61, s. 1.
- Flower v. Sadler* - (10 Q. B. D. 572)
Explained and distinguished by WILLIAMS J. in *JONES v. MERIONETHSHIRE PERMANENT BENEFIT BUILDING SOCIETY*
[1891] 2 Ch. 587
- Forbes v. Aspinall* - (13 East. 323)
Distinguished by G. BARNES J. in *THE "MAIN"* - [1894] P. 390
- Ford, Ex parte* - (1 Ch. D. 521)
Followed by C. A. in *In re CLARK. Ex parte BEARDMORE* - [1894] 2 Q. B. 393
- Ford v. Barnes* (16 Q. B. D. 254; 55 L. J. (Q. B.) 15; 53 L. T. 670; 34 W. R. 75)
Overruled by 54 & 55 Vict. c. 11, s. 2 (*qua* four months' absence only).
- Foreign, American and General Investments Trust v. Sloper* ([1893] 2 Ch. 96)
Reversed by C. A. - [1894] 3 Ch. 718
- Foreign and Colonial Government Trust Co., In re* ([1891] 2 Ch. 395)
Followed by Kekewich J. in *In re ALLIANCE MARINE ASSURANCE CO.*
[1893] 1 Ch. 300
- Forsyth v. Bristowe* - (8 Ex. 716)
Followed by Chitty J. in *DIBB v. WALKER*
[1893] 3 Ch. 439
- Foskett v. Kaufman* - (16 Q. B. D. 279)
See *MANN v. JOHNSON* [1893] W. N. 196
Followed by C. A. in *HURCUM v. HILLARY* - [1894] 1 Q. B. 579
- Foster v. Foster* - (1 Ch. D. 588)
See *HOWARD v. JAILLAND*
[1891] W. N. 210
- Fothergill v. Rowland* - (L. R. 17 Eq. 132)
Discussed by Kekewich J. in *KEITH, PROWSE & CO. v. NATIONAL TELEPHONE CO.* - [1894] 2 Ch. 147
- Fowler v. Broad's Patent Night Light Co.* ([1893] 1 Ch. 724)
See *HARRISON v. ST. ETIENNE BREWERY CO.* - [1893] W. N. 108
- Francis v. Clark* (22 Ch. D. 830; 26 Ch. D. 257)
Followed by Kekewich J. in *FOX v. MARTIN* - [1895] W. N. 36
- Freeman v. Cox* - (8 Ch. D. 148)
Discussed by C. A. in *HOLLIS v. BURTON*
[1892] 3 Ch. 236
Followed in *In re BRENY. FRENCH v. SPROSTON* - [1894] 1 Ch. 499
Not extended by C. A. in *NEVILLE v. MATTHEWMAN* - [1894] 3 Ch. 345
- Freeme's Contract, In re* - ([1895] 2 Ch. 256)
Affirm. by C. A. - [1895] 2 Ch. 778
- Frend v. Buckley* - (L. R. 5 Q. B. 213)
Followed by Kekewich J. in *WILLIAMS v. SPARGO* - [1893] W. N. 100
- Fry v. Moore* - (23 Q. B. D. 395)
Followed by C. A. in *WILDING v. BEAN*
[1891] 1 Q. B. 106
- Fuggle v. Bland* - (11 Q. B. D. 711)
Followed by C. A. in *TYRRELL v. PAINTON* (No. 2) - [1895] 1 Q. B. 903
- Fuller v. Chamier* - (L. R. 2 Eq. 682)
Referred to by C. A. in *EVANS v. EVANS*
[1892] 2 Ch. 173
- Fulton v. Andrew* - (L. R. 7 H. L. 448)
Explained by C. A. in *TYRRELL v. PAINTON* (No. 1) - [1894] P. 181
- Furber v. Cobb* - (18 Q. B. D. 494)
Followed by C. A. in *SEED v. BRADLEY*
[1894] 1 Q. B. 319
- Furneaux v. Rucker* - (W. N. [1879] 135)
Explained by Chitty J. in *In re BURTON'S WILL. BANKS v. HEAVEN*
[1892] 2 Ch. 38
Disapproved by C. A. in *In re WOODIN. WOODIN v. GLASS* - [1895] 3 Ch. 309
- Furness, Withy & Co., Ltd. v. W. N. White & Co., Ltd.* ([1894] 1 Q. B. 483)
Revers. by H. L. (E.) [1895] A. C. 40
- G. v. M.* - (10 App. Cas. 171)
Dictum of Lord Selborne at p. 186 approved by JEUNE Pres. in *L. v. B.*
[1895] P. 274
- Gainsford v. Dunn* - (L. R. 17 Eq. 405, 408)
Not followed by North J. in *In re BOARDS. KNIGHT v. KNIGHT*
[1895] 1 Ch. 499
- Gardner's Estate, In re.*
Not followed by Chitty J. in *In re HALLETT. HALLETT v. HALLETT* (No. 1)
[1892] W. N. 148
- Gardner v. London, Chatham and Dover Railway Co.* (L. R. 2 Ch. 201)
Followed by Stirling J. in *In re PARK. WIGNALL v. PARK* - [1891] 1 Ch. 633
Distinguished by North J. in *BARTLETT v. WEST METROPOLITAN TRAMWAYS* (No. 1) - [1893] 3 Ch. 437
Applied to tramways by C. A. in *MARSHALL v. SOUTH STAFFORDSHIRE TRAMWAYS CO.* - C. A. [1895] 2 Ch. 36
Distinguished by North J. in *PEGGE v. NEATH AND DISTRICT TRAMWAYS CO.*
[1895] 2 Ch. 506

- Garnett v. Bradley* - - - (3 App. Cas. 944)
See observations of C. A. in *ROCKETT v. CLIPPINGDALE* - [1891] 2 Q. B. 293
- Gas Float Whitton No. 2, The* ([1895] P. 801)
Revera. by C. A. [1895] W. N. 160 (3)
- Galling Gun, Ltd., In re* - (43 Ch. D. 628)
Followed by Kekewich J. in *In re AGRICULTURAL HOTEL CO.* [1891] 1 Ch. 398
- Gatty v. Fry* - - - (2 Ex. D. 265)
Approved by C. A. in *ROYAL BANK OF SCOTLAND v. TOTTENHAM*
[1894] 2 Q. B. 715
- Gay v. Cadby* - - - (2 C. P. D. 391)
Discussed by C. A. in *VESTRY OF ST. MARTINS-IN-THE-FIELDS v. GORDON*
[1891] 1 Q. B. 61
- General Phosphate Corporation, In re* ([1894] W. N. 78)
Affirm. by C. A. - [1894] W. N. 173
- Genery v. Fitzgerald* - - - (Jac. 468)
Followed by Chitty J. in *In re BURTON'S WILL. BANKS v. HEAVEN* [1892] 2 Ch. 38
- George, In re* - - - (5 Ch. D. 837)
Referred to by Kekewich J. in *In re MOODY. WOODROFFE v. MOODY*
[1895] 1 Ch. 101
- George v. Clagett* - - - (7 T. R. 359)
Followed by C. A. in *MONTAGU v. FORWOOD* - [1893] 2 Q. B. 350
- Gerard (Lord) and the London and North Western Railway* - ([1894] 2 Q. B. 915)
Affirm. by C. A. - [1895] 1 Q. B. 459
- Gibbons v. North Eastern Metropolitan Asylum District Board of Management* (11 Beav. 1)
Distinguished by Romer J. in *JONES v. DANIEL* - [1894] 2 Ch. 332
- Gibbs v. Barrow* - - - (80 Sol. J. 538)
Followed by Div. Ct. in *O'HARA, MATTHEWS & CO. v. ELLIOTT & CO.*
[1893] 1 Q. B. 363
- Gibraltar (Sanitary Commissioners of) v. Orfila* (15 App. Cas. 411)
Followed by J. C. in *MUNICIPALITY OF PICTOU v. GELBERT* [1893] A. C. 524
- Gibson v. Preston (Mayor of)* (L. R. 5 Q. B. 218)
Approved by H. L. (E.) in *COWLEY v. NEWMARKET LOCAL BOARD*
[1892] A. C. 345
- Gilbert v. Wandsworth District Board of Works* (5 Times L. R. 31)
Met by 57 & 58 Vict. c. cccxiii. s. 29.
- Gillard v. Cheshire Lines Committee* (32 W. R. 943)
Distinguished by Chitty J. in *WALLIS v. HANDS* - [1893] 2 Ch. 75
- Gillet v. Gillet* - - - (14 P. D. 158)
Followed by Jeune Pres. in *BREWIS v. BREWIS* - [1898] W. N. 6
- Gilroy v. Stephens* (51 L. J. (Ch.) 834; 30 W. R. 745)
Not followed by Kekewich J. in *OWEN v. RICHMOND* - [1895] W. N. 29
- Glanvill, In re* - - - (31 Ch. D. 532)
Distinguished by C. A. in *COX v. BENNETT* - [1891] 1 Ch. 617
- "*Glenlivet*," *The* - - - ([1893] P. 164)
Varied by C. A. - [1894] P. 48
- Glennie v. Glennie* - - - (3 Sw. & Tr. 109)
Doubted by C. A. in *ALLEN v. ALLEN* (No. 1) - [1894] P. 248
- Glossop v. Heston and Isleworth Local Board* (12 Ch. D. 102)
Followed by Romer J. in *ATTORNEY-GENERAL v. CLERKENWELL VESTRY*
[1891] 3 Ch. 527
- Golding, Davis & Co., Ex parte* (13 Ch. D. 628)
Referred to by Romer J. in *BELLAMY v. DAVEY* - [1891] 3 Ch. 540, at p. 545
- Goldstom v. Tullerman* - (18 Q. B. D. 1)
Discussed by C. A. in *EDWARDS v. MARSTON* - [1891] 1 Q. B. 235
Discussed by V. Williams J. in *In re BARGEN. Ex parte HASLUCK*
[1894] 1 Q. B. 444, at p. 447
- Goodden v. Goodden* - - - ([1891] P. 395)
Affirm. by C. A. - [1892] P. 1
- Goodier v. Edmunds* - ([1893] 8 Ch. 488)
Considered by Kekewich J. in *In re WOOD. TULLETT v. COLVILLE*
[1894] 2 Ch. 310;
[affirm. by C. A. [1894] 3 Ch. 381
- Goodier v. Johnson* - - - (18 Ch. D. 441)
Dictum of Jessel M.R., p. 446, followed by Stirling J. in *GOODIER v. EDMUNDS*
[1893] 3 Ch. 455, at p. 459
- Gooding v. Read* - - - (4 D. M. & G. 510)
Followed by Chitty J. in *In re WATSON. COX v. WATSON* - [1892] W. N. 192
- Goodman's Trusts, In re* - (17 Ch. D. 266)
Followed by Stirling J. in *In re GREY. GREY v. EARL OF STAMFORD*
[1892] 3 Ch. 88
- Goodman v. Saltash, Mayor of* (7 App. Cas. 633).
Followed by Charles J. and C. A. in *HAIGH v. WEST* - [1893] 2 Q. B. 19
- Gordon's Settlement Trusts, In re* (W. N. (1887) 192)
Doubted by C. A. in *In re CLIFF. EDWARDS v. BROWN* - [1895] 2 Ch. 21
- Gordon v. Atkinson* - (1 De G. & Sm. 278)
Distinguished by North J. in *In re ATKINSON. WILSON v. ATKINSON*
[1892] 3 Ch. 52
- Gordon v. Williamson* - ([1892] 1 Q. B. 616)
Revera. by C. A. [1892] 2 Q. B. 459
- Gort v. Rounney* - - - (17 Q. B. D. 625)
Discussed by Div. Ct. in *SANDES v. WILDSMITH* - [1893] 1 Q. B. 771
- Gough v. Wood* - - - ([1894] 1 Q. B. 713)
Explained by C. A. in *HUTCHESFIELD BANKING CO. v. H. LISTER & SON, LD.*
[1895] 2 Ch. 273
- Government Stock Investment Co., In re* ([1891] W. N. 48)
Explained by Stirling J. in *In re FOREIGN AND COLONIAL GOVERNMENT TRUST CO.* - [1891] 2 Ch. 395

- Governors of the Charity for the Relief of Poor Widows and Children of Clergymen v. Sutton* - - - (27 Beav. 651)
Considered by C. A. in *In re* CLEGGY ORPHAN CORPORATION [1894] 3 Ch. 145
- Graves v. Hicks* - - - (11 Sim. 551)
Explained by North J. in *In re* TUCKER. (No. 1) - - - [1893] 2 Ch. 323
- Gray v. Carr* - - - (L. R. 6 Q. B. 522)
Considered by C. A. in *SERRAINO & SONS v. CAMPBELL* [1891] 1 Q. B. 293
- Great Kruger Gold Mining Co., In re. Ex parte Barnard* - - - ([1892] 3 Ch. 307)
Explained by C. A. in TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA - - - [1892] 3 Ch. 323
Impliedly approved and followed as so explained by C. A. in *In re* GENERAL PHOSPHATE CORPORATION (No. 2) [1895] 1 Ch. 3
- Great Western Railway Co. v. Bennet* (L. R. 2 H. L. 27)
See *BABON BRICK AND TERRA COTTA Co. v. GREAT WESTERN RAILWAY Co.* [1893] 1 Ch. 427
- Green v. Cresswell* - - - (10 A. & E. 453)
Not followed by C. A. in *GUILD & Co. v. CONRAD* - - - [1894] 2 Q. B. 885
- Green v. Davies* - - - (4 B. & C. 235)
Followed by Kekewich J. in *ASHLING v. BOON* - - - [1891] 1 Ch. 568
- Greene v. West Cheshire Railway* (L. R. 13 Eq. 44)
Followed by Kekewich J. in *FORTESCUE v. LOSTWITHIEL AND FOWEY RAILWAY* - - - [1894] 3 Ch. 631
- Greer v. Young* - - - (24 Ch. D. 545)
Followed by Romer J. in *SCHOLEY v. PECK* - - - [1893] 1 Ch. 709
- Gregon, In re* - - - (26 Beav. 87)
Not followed by Kekewich J. in *In re* LAWRENCE. *BOWKER v. AUSTIN* [1894] 1 Ch. 556
- Gregory v. Fraser* - - - (3 Camp. 454)
See 54 & 55 Vict. c. 39, s. 14 (4).
- Grenfell v. Commissioners* (1 Ex. D. 242; 45 L. J. (Ex.) 465)
Overruled by 54 & 55 Vict. c. 39, s. 82 (1), (b), ii.
- Gresham Life Assurance Society v. Styles* (24 Q. B. D. 500; C. A. 25 Q. B. D. 351)
Reversed by H. L. (E.) [1892] A. C. 309
- Greville v. Browne* - - - (7 H. L. C. 689)
Applied by Kekewich J. in *In re* BAWDEN. *NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL* [1894] 1 Ch. 693
- Grey v. Jenkins* - - - (26 Beav. 351)
Followed by Kekewich J. in *In re* HODGE'S SETTLED ESTATES [1895] W. N. 69
- Greys Brewery Co., In re* - - - (25 Ch. D. 400)
Followed by Stirling J. in *LEAROYD v. HALIFAX JOINT STOCK BANKING Co.* [1893] 1 Ch. 686
- Grieve v. Grieve* - - - ([1893] P. 288)
Followed by Jenne Pres. in *CAREW v. CAREW* (No. 2) - - - [1894] P. 31
- Griffith v. Paget* (5 Ch. D. 894; 6 Ch. D. 511)
Followed by Kekewich J. in *SIMPSON v. PALACE THEATRE* - - - [1893] W. N. 91
- Grissell, Ex parte* - - - (3 Ch. D. 411)
Considered by Kekewich J. in *SECURITIES PROPERTIES INVESTMENT CORPORATION v. BRIGHTON ALHAMBRA* [1893] W. N. 15
- Gue, In re. Smith v. Gue* - - - ([1892] W. N. 89)
Affirm. by C. A. - - - [1893] W. N. 122
- Gulford v. Lambeth* - - - ([1894] 2 Q. B. 832)
Affirm. by C. A. - - - [1895] 1 Q. B. 92
- Gulliver v. Wickett* - - - (1 Wills. 105)
See *In re* BURROWS. *CLEGHORN v. BURROWS* - - - [1895] 2 Ch. 427
- Guthrie v. Walrond* - - - (22 Ch. D. 579)
Distinguished by Chitty J. in *In re* CLEMENTS. *CLEMENTS v. PEARSELL* [1894] 1 Ch. 665
- Gutteridge v. Munyard* - - - (1 Mood. & Rob. 334; 7 C. & P. 129)
Followed by C. A. in *LISTER v. LANE* [1893] 2 Q. B. 212
- Guilliam v. Twist* - - - ([1895] 1 Q. B. 557)
Revers. by C. A. - - - [1895] 2 Q. B. 84
- Haddon v. Morton* - - - ([1894] 1 Q. B. 95)
Affirm. by C. A. - - - [1894] 1 Q. B. 565
- Hadley v. Bazendale* - - - (9 Ex. 341)
Approved and followed by C. A. in *EBBERTS v. CONQUEST* [1895] 2 Ch. 377
- Haggin v. Comptoir d'Escompte de Paris* (23 Q. B. D. 519)
See *BADDOCK v. CUMBERLAND PARK GAP Co.* - - - [1893] 1 Ch. 362
- Halifax Sugar Refining Co., In re* ([1891] W. N. 2)
Affirm. by C. A. - - - [1891] W. N. 29
- Hall v. Dyson* - - - (17 Q. B. 785)
Distinguished by C. A. in *In re* McHENRY. *McDERMOTT v. BOYD. LEVITA'S CLAIM* - - - [1894] 3 Ch. 365
- Hall v. Hall* (No. 2) - - - ([1891] 3 Ch. 389)
Affirm. by C. A. - - - [1892] 1 Ch. 361
- Hallett's Estate* - - - (13 Ch. D. 696)
Considered by C. A. in *In re* HALLETT. *Ex parte BLANE* - - - [1894] 2 Q. B. 237
- Halliday v. Holgate* - - - (L. R. 3 Ex. 299)
Referred to by C. A. in *YUNGMAHN v. BRIEMANN* - - - [1892] W. N. 162
- Halliday v. Philippe* - - - (23 Q. B. D. 48)
Affirm. by H. L. (E.) [1891] A. C. 228
- Halliwell v. Tanner* - - - (1 Russ. & My. 633)
Followed by Kekewich J. in *In re* BUTLER. *LE BAS v. HERBERT* [1894] 3 Ch. 250
- Hamilton, In re. Trench v. Hamilton* ([1895] 1 Ch. 378)
Affirm. by C. A. - - - [1895] 2 Ch. 370

- Hammermith Railway Co. v. Brand* (L. R. 4 H. L. 171)
Followed by C. A. in *ATTORNEY-GENERAL v. METROPOLITAN RAILWAY Co.* [1894] 1 Q. B. 384, at p. 392, et seq.
- Hammond v. Puleford* - ([1895] 1 Q. B. 223)
Rendered obsolete by 58 & 59 Vict. c. 5.
- Hanbury v. Hanbury* (No. 2) - ([1894] P. 102)
Revers. by C. A. - [1895] P. 315
C. A. revers. and Jeune Pres. restored by H. L. (E.) - [1895] A. C. 417
- Hancock v. Hancock* - - (38 Ch. D. 78)
Extended by Chitty J. in *STEVENS v. TREVOR-GARRICK* - [1893] 2 Ch. 307
- Hancock v. Smith* - - (41 Ch. D. 456)
Distinguished by North J. in *In re STENNING. WOOD v. STENNING* [1895] 2 Ch. 433
- Hanfstaengl v. Empire Palace* (No. 1) ([1894] 3 Ch. 109)
Affirm. by H. L. (E.) *sub nom.* *HANFSTAENGL v. H. R. BAINES & Co.* [1895] A. C. 20
- Hanfstaengl v. Newnes* - ([1894] 3 Ch. 109)
Affirm. by H. L. (E.) *sub nom.* *HANFSTAENGL v. H. & R. BAINES & Co.* [1895] A. C. 20
- Hanfstaengl Art Publishing Co. v. Holloway* ([1898] 2 Q. B. 1)
Approved by C. A. in *HANFSTAENGL v. AMERICAN TOBACCO Co.* [1895] 1 Q. B. 347
- Hannay v. Smurthwaite* - ([1898] 2 Q. B. 412)
Revers. by H. L. (E.) [1894] A. C. 494
Decision of H. L. followed by J. C. in *PENINSULAR ORIENTAL STEAM NAVIGATION Co. v. TSUNE HIJIMA* [1895] A. C. 661
- Harbin v. Masterman* - (L. R. 12 Eq. 559)
Affirm. by C. A. - [1894] 2 Ch. 184
C. A. affirm. by H. L. (E.) *sub nom.* *WHARTON v. MASTERTON* [1895] A. C. 186
- Hardy, In re* - - (17 Ch. D. 798)
Dissented from by Chitty J. in *In re SCHWEDEB'S ESTATE. OPPENHEIM v. SCHWEDEB* - [1891] 3 Ch. 44
- Hardy v. Fothergill* - (13 App. Cas. 351)
Referred to by C. A. in *In re MIDLAND COAL, COKE, AND IRON Co. CRAIG'S CLAIM* - [1895] 1 Ch. 267
Not applied by V. Williams J. in *In re NEW ORIENTAL BANK CORPORATION* (No. 2) - [1895] 1 Ch. 753
- Hargreaves v. Parsons* - (13 M. & W. 570)
Followed by C. A. in *GUILD & Co. v. CONRAD* - [1894] 2 Q. B. 885
- Harper v. Forbes* - (5 Jur. (N.S.) 275)
Referred to in *ST. ANDREW'S, HOVE (VICAR, &c., OF) v. MAWN* [1895] P. 228, n.
- Harper (John) & Co. v. Wright and Butler Lamp Manufacturing Co.* ([1895] 2 Ch. 593)
Reversed by C. A. [1895] W. N. 146 (3)
- Harpham v. Shacklock* - (19 Ch. D. 207)
Explained by C. A. in *TAYLOR v. RUSSELL* - [1891] 1 Ch. 8
- Harris v. Cockermouth and Workington Railway Co.* (3 C. B. (N.S.) 693)
Discussed and explained by C. A. in *PHIPPS v. LONDON AND NORTH WESTERN RAILWAY Co.* - [1892] 2 Q. B. 289
- Harris v. Davis* - - (1 Coll. 416, 424)
Dictum of Knight Bruce V.-C. dissented from by C. A. in *In re LOWMAN. DEVENISH v. PESTER* [1895] 2 Ch. 348
- Harris v. Harris* - - (Ir. R. 3 Eq. 610)
Observed upon by C. A. in *In re BAGOT. PATON v. ORMEBOD* - [1893] 3 Ch. 348
- Harris v. May* - - (12 Q. B. D. 97)
Distinguished in *LAIDLAW v. WILSON* [1894] 1 Q. B. 74
- Harrison v. Harrison* - - (13 P. D. 180)
Followed by Stirling J. in *In re TATHAM. BENSAUDE v. HASTINGS* [1892] W. N. 150
- Harter v. Colman* - - (19 Ch. D. 630)
Applied by Romer J. in *MINTER v. CAER* [1894] 2 Ch. 321; affirm. by [C. A.] [1894] 3 Ch. 498
Distinguished by Romer J. in *PLEDGE v. CAER* - [1894] 2 Ch. 328
This case was affirm. by C. A. [1895] 1 Ch. 51
- Hartnall v. Ryde Commissioners* (4 B. & S. 361)
Overruled by J. C. in *SYDNEY (MUNICIPAL COUNCIL) v. BOURKE* [1895] A. C. 433
- Harvey v. Hall* - - (L. R. 16 Eq. 424)
Distinguished by North J. in *In re FREEDAY* - [1895] 2 Ch. 437
- Haseldine, In re. Grange v. Sturdy* (31 Ch. D. 511)
Followed by Kekewich J. in *In re HARRISON. HARRISON v. HIGSON* [1894] 1 Ch. 561
And by North J. in *In re JEANS. UFTON v. JEANS* - [1895] W. N. 98
- Hasher v. Wood* - - (54 L. J. (Q.B.) 419)
Followed by C. A. in *REEVE v. GIBSON* [1891] 1 Q. B. 652
- Hassel v. Hassel* - - (2 Dick. 527)
Followed by Kekewich J. in *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL* [1894] 1 Ch. 693
- Hasson's Case* - - (18 L. R. Ir. 63)
Overruled (as to four months' absence only) by 54 & 55 Vict. c. 11, s. 2.
- Hastings v. Pearson* - ([1893] 1 Q. B. 62)
Distinguished by Bruce J. in *SHERSTONE & Co. v. HILTON* - [1894] 2 Q. B. 452
- Hatton v. Harris* - - ([1892] A. C. 547)
Followed by J. C. in *MILSON v. CARTER* [1893] A. C. 638
- Haven Gold Mining Co., In re* (20 Ch. D. 151)
See *In re GENERAL PHOSPHATE CORPORATION* (No. 1) - [1893] W. N. 142
- Hawkes v. Holland* - (W. N. (1881) p. 128)
Followed by North J. in *EDGELL v. WILSON* - [1893] W. N. 145

- Hawks v. Longridge* - (29 L. T. (N.S.) 449)
Observed upon by C. A. in *In re BAGOT*.
PATON v. ORMEROD - [1893] 3 Ch. 348
- Hawksley v. Outram* - ([1892] 3 Ch. 359)
Distinguished by Kekewich J. in *LEWIS*
v. NOWELL - [1895] 2 Ch. 744
- Hay v. Swedish and Norwegian Railway Co.*
(5 L. T. R. 46)
Distinguished by Stirling J. in *FOLLIT*
v. EDDYSTONE GRANITE QUARRIES
[1892] 3 Ch. 75
- Hay's Case* - - - (L. R. 10 Ch. 593)
See *ARCHER'S CASE* - [1892] 1 Ch. 322
Opinion of Mellish L.J., at p. 601, fol-
lowed by C. A. in *In re NORTH AUSTRA-
LIAN TERRITORY CO. ARCHER'S CASE*
[1892] 1 Ch. 323
- Haygarth's Trusts, In re* - - (22 Ch. D. 545)
Distinguished by Kekewich J. in *KENLIS*
(LORD) v. HODGSON - [1895] 2 Ch. 458
- Hayn v. Culliford* - - (4 C. P. D. 182)
Approved by C. A. in *MEUX v. GREAT*
EASTERN RAILWAY [1895] 2 Q. B. 367
- Hayter v. Trego* - - - (5 Russ. 113)
Considered in *In re SLEVIN. SLEVIN v.*
HEPBURN - [1891] 1 Ch. 373;
[C. A. [1891] 2 Ch. 236]
- Haytor Granite Co., In re* - (L. R. 1 Ch. 77)
Applied by V. Williams J. in *In re NEW*
ORIENTAL BANK CORPORATION (No. 2)
[1895] 1 Ch. 753
- Head, In re. Head v. Head* ([1893] 3 Ch. 426)
Distinguished by C. A. in *In re HEAD*.
HEAD v. HEAD (No. 2) [1894] 2 Ch. 236
- Heap v. Hartley* - - (42 Ch. D. 461)
See LONDON PRINTING AND PUBLISHING
ALLIANCE, LD. v. COX [1891] 3 Ch. 291
- Heard v. Pilling* - - (L. R. 4 Ch. 534)
Observed on by Kekewich J. in *JAMES*
v. SMITH - [1891] 1 Ch. 384
This case affirm. by C. A.
[1891] W. N. 175
- Heather, In re* - - (L. R. 5 Ch. 694)
Followed by Kekewich J. in *In re WOOD*
[1891] W. N. 203
Distinguished by Chitty J. in *In re*
NEGUS - [1895] 1 Ch. 73
- Heaven v. Pender* - - (11 Q. B. D. 503)
Distinguished by C. A. in *LE LIEVRE v.*
GOULD - [1893] 1 Q. B. 491
- Hebbert v. Purchase* - (L. R. 3 P. C. 605)
See *READ v. BISHOP OF LINCOLN*
[1892] A. C. 644
- Hebbethwaite v. Peever* - ([1892] 1 Q. B. 124)
Followed by Div. Ct. in *JAY v. JOHN-*
STONE [1893] 1 Q. B. 25; subsequently
[affirm. by C. A. [1893] 1 Q. B. 189]
- Hecla Foundry Co. v. Walker* (14 App. Cas. 550)
Followed by C. A. in *JOHN HARPER &*
CO. v. WRIGHT AND BUTLER LAMP MANU-
FACTURING CO. - [1895] W. N. 146 (3)
- Hedley v. Pinkney & Sons Steamship Co.* ([1892]
1 Q. B. 58)
Affirm. by H. L. (E.) [1894] A. C. 223
- Helby v. Matthews* - ([1891] 2 Q. B. 262)
Revers. by H. L. (E.) [1895] A. C. 471
Decision of H. L. (E.) followed by C. A.
in *PAYNE v. WILSON* [1895] 2 Q. B. 537
- Helmors v. Smith* (No. 2) - (35 Ch. D. 449)
Distinguished by Hawkins J. in *ROBB v.*
GREEN - [1895] 2 Q. B. 1
This case affirm. by C. A.
[1895] 2 Q. B. 316
- Hemp v. Garland* - - (4 Q. B. 519)
Approved by C. A. in *REEVES v. BUTCHER*
[1891] 2 Q. B. 509
- Henderson v. Hay* - - (3 Bro. C. C. 632)
Followed by Chitty J. in *In re LANDER*
AND BAGLEY'S CONTRACT [1892] 3 Ch. 41
- Hendriks v. Montagu* - - (17 Ch. D. 638)
Discussed by Stirling J. in *SAUNDERS v.*
SUN LIFE ASSURANCE CO. OF CANADA
[1894] 1 Ch. 537
- Henry Pound, Sons & Hutchins, In re* (42 Ch. D.
402)
Discussed by C. A. in *In re JOSHUA*
STUBBS, LD. - [1891] 1 Ch. 475
- Herne Bay Waterworks Co.* - (10 Ch. D. 42)
Not followed by Stirling J. in *In re*
BOROUGH OF PORTSMOUTH (KINGSTON,
FRATTON AND SOUTHEAST) TRAMWAYS CO.
[1892] 2 Ch. 363
- Heseltine, In re. Woodward v. Heseltine* ([1891]
1 Ch. 464)
Revers. by H. L. (E.) *sub nom. SIMMONS*
v. WOODWARD - [1892] A. C. 100
- Hester, In re* - - (22 Q. B. D. 632)
Followed by C. A. in *In re FLATAU*.
Ex parte OFFICIAL RECEIVER.
[1893] 2 Q. B. 219
- Helling and Merton's Contract, In re* ([1893] 3 Ch.
269)
Followed by Kekewich J. in *In re EARL*
OF STRAFFORD AND MAPLES
[1895] W. N. 147 (10)
- Hewlett v. Allen & Sons* - ([1892] 2 Q. B. 662)
Affirm. by H. L. (E.) [1894] A. C. 383
- Hibbert v. Cooke* - - (1 S. & S. 552)
Followed by Chitty J. in *In re DE*
TEISSIER'S SETTLED ESTATES
[1893] 1 Ch. 153
- Hick v. Rodocanachi* - ([1891] 2 Q. B. 626)
Considered by Div. Ct. in *CASTLEGATE*
STEAMSHIP CO. v. DEMPSEY
[1892] 1 Q. B. 54
This case affirm. by C. A.
[1892] 1 Q. B. 854
Affirm. by H. L. (E.) *sub nom. HICK v.*
RAYMOND & REID - [1893] A. C. 23
- Higginson v. Simpson* - - (2 C. P. D. 76)
Distinguished by Stirling J. in *HARVEY*
v. HART - [1894] W. N. 73
- Hill v. Crook* - - (L. R. 6 H. L. 265)
Followed by North J. in *In re JEANS*.
UPTON v. JEANS - [1895] W. N. 98
- Hill v. Scott* - - ([1895] 2 Q. B. 371)
Affirm. by C. A. - [1895] 2 Q. B. 713

- Hill v. South Staffordshire Railway Co.** (L. R. 18 Eq. 154)
See LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO. [1892] 1 Ch. 120; [1893] A. C. 429
- Hill v. Thomas** - - - ([1893] 2 Q. B. 333)
Followed by C. A. in ETHERLEY GRANGE COAL CO. v. AUCKLAND DISTRICT HIGHWAY BOARD - C. A. [1894] 1 Q. B. 37
- Hill v. Wallasey Local Board** ([1892] 3 Ch. 117)
Revers. by C. A. - [1894] 1 Ch. 133
- Hilton v. Tipper** (18 L. T. 626; 16 W. R. 888)
Overruled by 55 & 56 Vict. c. 13, s. 3.
- Hindle v. Taylor** - - - (5 D. M. & G. 577)
Approved by J. C. in TREW v. PERPETUAL TRUSTEE CO. - [1895] A. C. 264
- Hitchins v. Brown** - - - (2 C. B. 25)
See MANN v. JOHNSON [1893] W. N. 196
- Hobbs v. Midland Railway Co.** (20 Ch. D. 418)
Not followed by Kekewich J. in DUNHILL v. NORTH EASTERN RAILWAY CO. [1895] W. N. 116 (13)
This case revers. by C. A. [1895] W. N. 156 (3)
- Hodgson v. Hodgson** - - - (2 Keen, 704)
Discussed by Chitty J. in BOLTON v. SALMON - [1891] 3 Ch. 48
- Hodson v. Tea Co.** - - - (14 Ch. D. 859)
Approved of by C. A. in WALLACE v. UNIVERSAL AUTOMATIC MACHINES CO. [1894] 2 Ch. 547
- Holden v. Weekes** - - - (1 J. & H. 278)
Explained by Romer J. in ECCLES. COMBRS. v. WODEHOUSE [1895] 1 Ch. 552
- Holdsworth v. Davenport** - - (3 Ch. D. 185)
Followed by Stirling J. in *In re PARKER. WIGNALL v. PARK* - [1891] 1 Ch. 693
- Holland v. Leslie** - - - ([1894] 2 Q. B. 346)
Affirm. by C. A. - [1894] 2 Q. B. 450
- Holland v. Wallen** - - - (70 L. T. 356)
See 57 & 58 Vict. c. ccciii, ss. 5, (20), 75.
- Holland v. Worley** - - - (26 Ch. D. 578)
Considered by C. A. in MARTIN v. PRICE [1894] 1 Ch. 276
- Holliday v. Corporation of Wakefield** (20 Q. B. D. 699)
Affirm. by H. L. (E.) - [1891] A. C. 81
- Hollinrake v. Truswell** - - ([1893] 2 Ch. 377)
Revers. by C. A. - [1894] 3 Ch. 420
- Hollis v. Burton** - - - ([1892] 3 Ch. 226)
Discussed in *In re BEENY. FRENCH v. SPROSTON* - [1894] 1 Ch. 499
- Holmes v. Brunsell** - - - (3 Q. B. D. 495)
Discussed by Chitty J. in BOLTON v. SALMON - [1891] 3 Ch. 48
- Holmes v. Millage** - - - ([1893] 1 Q. B. 551)
Considered by C. A. in CADOGAN v. LYRIC THEATRE - [1894] 3 Ch. 338
- Holt v. Dewell** - - - (4 Hare, 446)
Followed by C. A. in STEPHENS v. GREEN. GREEN v. KNIGHT - [1895] 2 Ch. 148
- Holt v. Jesse** - - - (3 Ch. D. 177)
Approved by C. A. in HICKMAN v. BERENS - [1895] 2 Ch. 636
- Holby v. Hodgson** - - - (24 Q. B. D. 105)
See AYLESFORD, COUNTRESS OF v. GREAT WESTERN RAILWAY [C. A. [1892] 2 Q. B. 636
Dictum of Lindley L.J. at p. 108 doubted by Div. Ct. in *In re HEWITT. Ex parte LEVENE* - [1895] 1 Q. B. 328
- Home Investment Society, In re** (14 Ch. D. 167)
Followed by V. Williams J. in *In re LONDON METALLURGICAL CO.* [1895] 1 Ch. 758
- Homer, In re** - - - (37 Ch. D. 695)
Followed by Kekewich J. in *In re HARRISON. HARRISON v. HIGSON* [1894] 1 Ch. 561
- Honywood v. Honywood** - - (L. R. 18 Eq. 806)
The exception at p. 310 of this case in favour of owners of timber estates considered by C. A. in DASHWOOD v. MAGNIAC (No. 1) - [1891] 3 Ch. 306
- Hood Barrs v. Cathcart** - ([1894] 2 Q. B. 559)
Followed by C. A. in *In re LUMLEY. Ex parte HOOD BARRS* [1894] 3 Ch. 135
And by C. A. in LOFTUS v. HERIOT [1895] 2 Q. B. 212
- Hood Barrs v. Cathcart** (No. 2) ([1894] 3 Ch. 376)
Followed by Chitty J. in HOLLINGTON v. DEAR - [1895] W. N. 35
- Hope, In re** - - - (L. R. 7 Ch. 523)
Discussed by North J. in *In re A. SOLICITOR* (No. 3) - [1895] 2 Ch. 66
- Horbury Bridge Coal, Iron and Waggon Co.** (11 Ch. D. 109)
Distinguished by V. Williams J. in *In re BIDWELL BROTHERS* [1893] 1 Ch. 603
- Horne & Hellard, In re** - - (29 Ch. D. 736)
Considered by Kekewich J. in BRUNTON v. ELECTRICAL ENGINEERING CORPORATION - [1892] 1 Ch. 434
- Horner, In re. Eagleton v. Horner** (37 Ch. D. 695)
Followed by Kekewich J. in *In re HARRISON. HARRISON v. HIGSON* [1894] 1 Ch. 561
- Horsey's Claim** - - - (L. R. 5 Eq. 561)
Applied by V. Williams J. in *In re NEW ORIENTAL BANK CORPORATION* (No. 2) [1895] 1 Ch. 753
- Horton v. Hall** - - - (L. R. 17 Eq. 437)
Considered by North J. in *In re TUCKER* (No. 1) - [1893] 2 Ch. 333
- Hough v. Edwards** - - - (1 H. & N. 171)
Questioned by Div. Ct. in COLE v. ELEY [1894] 2 Q. B. 180;
[affirm. by C. A. [1894] 2 Q. B. 350]
- Houghton Estate, In re** - - 30 Ch. D. 102
Considered in *In re LORD GERARD'S SETTLED ESTATES* [1893] 3 Ch. 252
- Houlston v. Woodward** (Annual Practice, 1893, p. 1028)
Considered and extended by Kekewich J. in TAYLOR v. ROE (No. 2) [1893] W. N. 26

- Housing of the Working Classes Act, In re. Ex parte Stevenson* ([1892] 1 Q. B. 394)
Affirm. by C. A. - [1892] 1 Q. B. 609
- How v. London and North Western Railway Co.* ([1891] 2 Q. B. 496)
Affirm. by C. A. [1892] 1 Q. B. 391
- Howard's Settled Estates, In re* ([1892] 2 Ch. 233)
Considered by Kekewich J. in *In re EARL STRAFFORD AND MAPLES* [1895] W. N. 147 (10)
This case revers. by C. A. [1895] W. N. 161 (1)
- Howard v. Lupton* - (L. R. 10 Q. B. 598)
Not followed by Div. Ct. in *WOOLWICH LOCAL Bd. v. GARDINER* [1895] 2 Q. B. 497
- Howden (Lord), In the Goods of* (43 L. J. (P. & M.) 26)
Followed by Barnes J. in *IN THE GOODS OF LOCKHART* - [1893] W. N. 80
- Hove v. Earl of Dartmouth* - (7 Ves. 137 a)
Distinguished by North J. in *In re FITCAIRN. BRUNDRETH v. COLVIN* [1895] W. N. 139 (11)
- Howitt v. Nottingham Tramways Co.* (12 Q. B. D. 16)
Approved by C. A. in *ALLDEED v. WEST METROPOLITAN TRAMWAYS CO.* [1891] 2 Q. B. 398
- Hubbard, Ex parte* - (17 Q. B. D. 690)
Approved by H. L. (E.) in *CHARLES-WORTH v. MILLS* [1892] A. C. 231
Followed by Stirling J. in *MORRIS v. DELOBBEL-FILIPPO* - [1892] 2 Ch. 362
- Hudson v. Ede* - (L. R. 8 Q. B. 412)
Followed by C. A. in *SMITH & SERVICE v. ROSARIO NITSATE CO.* [1894] 1 Q. B. 174, at p. 178
- Hudson's Trade-marks, In re* (32 Ch. D. 311)
Explained by Chitty J. in *In re SMOKELESS POWDER CO.'S TRADE-MARK* [1892] 1 Ch. 590
- Huggins v. London and South Wales Colliery Co.* ([1891] 1 Q. B. 496)
Affirm. by C. A. [1891] 2 Q. B. 699
- Hugill v. Wilkinson* - (38 Ch. D. 480)
Distinguished by Stirling J. in *In re OWEN* - [1894] 3 Ch. 220
- Hull, Barnsley and West Riding Junction Railway Co.* - ([1893] W. N. 83)
Followed by Stirling J. in *Ex parte BRADFORD AND DISTRICT TRAMWAYS AND TRAMWAYS ACT, 1870* [1893] 3 Ch. 463
- Hull Docks Co. v. Sculcoates Union (Guardians)* ([1894] 2 Q. B. 69).
Partly affirm. and partly revers. by H. L. (E.) - [1895] A. C. 138
- Humble v. Shore* - (7 Hare, 247)
Disapproved in *In re PALMER. PALMER v. AINSWORTH* - C. A. [1893] 3 Ch. 369
- Hume v. Bentley* - (5 De G. & Sm. 520)
Followed by North J. in *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* - [1895] 1 Ch. 190
- Humphreys v. Jones* - (81 Ch. D. 30)
Referred to by Kekewich J. in *SMITH v. LANCASTER* - [1894] 3 Ch. 439
- Hunt v. Harris* - (19 C. B. (N.S.) 13)
Explained by Chitty J. in *FILLINGHAM v. WOOD* - [1891] 1 Ch. 51
- Hunt v. White* (37 L. J. (Ch.) 326; 16 W. R. 478)
Overruled by C. A. in *PAGE v. MIDLAND RAILWAY CO.* - [1894] 1 Ch. 11
- Hunter v. Dowling* (No. 1) - (1 Ch. 391)
Affirm. by C. A. - [1893] 3 Ch. 312
- Huntley v. Russell* - (13 Q. B. 572)
Followed by Romer J. in *ECCLESIASTICAL COMMISSIONERS v. WODEHOUSE* [1895] 1 Ch. 552
- Hurley v. Hurley & Menzies* ([1891] P. 367)
Followed by the President in *DELAFORCE v. DELAFORCE* - [1892] W. N. 68
- Hutchinson and Tenant, In re* - (8 Ch. D. 540)
Followed by Kekewich J. in *In re HAMILTON. TRENCH v. HAMILTON* [1895] 1 Ch. 373
- Hutton v. Scarborough Cliff Hotel Co. B.* (2 Drew & Sm. 521).
Commented on by H. L. (E.) in *BRITISH AND AMERICAN TRUSTEE AND FINANCE CORPORATION v. COUPER* [1894] A. C. 399
- Hydarnes Steamship Co. v. Indemnity Mutual Marine Assurance Co.* ([1894] 2 Q. B. 590)
Revers. by C. A. [1895] 1 Q. B. 500
- Hyde v. Hyde* - (4 Sw. & Tr. 80)
Followed by G. Barnes J. *CARTER v. CARTER* - [1895] W. N. 142 (5)
- Imperial Mercantile Association v. Coleman* (L. R. 6 H. L. 189)
Followed by Kekewich J. in *TURNBULL v. WEST RIDING ATHLETIC CLUB (LEEDS)* [1894] W. N. 4
- Inchiquin (Lord), Ex parte* ([1891] 3 Ch. 28)
Followed by Stirling J. in *In re INTERNATIONAL CABLE CO.* [1892] W. N. 34
And again in *In re THE PRINTING, TELEGRAPH AND CONSTRUCTION CO. OF THE AGENCE HAVAS. Ex parte CAMMELL* [1894] 1 Ch. 529
This last case was affirm. by C. A. [1894] 2 Ch. 392
- Income Tax Commissioners v. Pemsel* (22 Q. B. D. 296).
Affirm. by H. L. (E.) [1891] A. C. 531
Referred to by Kekewich J. in *In re NOTTAGE. JONES v. PALMER* [1895] 3 Ch. 649
- "India," The* - (32 L. J. (Ad.) 185)
Overruled by C. A. in *THE "MECCA"* [1895] P. 95
- Innes v. Sayer* - (3 Mac. & G. 606)
Followed by Kekewich J. in *In re HUDDLESTON. BRUNO v. EYSTON* [1894] 3 Ch. 595

- Institute of Patent Agents v. Lockwood* ([1894] W. N. 105).
Disputed by V. Williams J. in *In re LONDON AND GENERAL BANK* (No. 1) [1894] W. N. 155
- Irvine v. Reddish* - - - (5 B. & A. 796)
Referred to by C. A. in *AVEY v. WOOD* [1891] 3 Ch. 115
- Isaac's Case* - - - ([1892] 2 Ch. 158)
Dictum of Stirling J., at p. 164 followed by Kekewich J. in *In re BREAD SUPPLY ASSOCIATION* - - - [1893] W. N. 14
Distinguished by C. A. in *Ex parte CAMMELL* - - - [1894] 2 Ch. 392
- Islington and General Electric Supply, In re* ([1892] W. N. 81).
Considered by V. Williams J. in *In re MINING SHARES INVESTMENT CO.* [1893] 2 Ch. 660, at p. 664
- Islington Vestry v. Goodman* (23 Q. B. D. 154)
Overruled by Div. Ct. in *FORTESCUE v. VESTRY OF ST. MATTHEW, BETHNAL GREEN* - - - [1891] 2 Q. B. 170
- Ives & Barker v. Willans* - ([1894] 1 Ch. 68)
Affirm. by C. A. - [1894] 2 Ch. 478
- Jablochhoff's Patent* - - ([1891] A. C. 293)
Distinguished by J. C. in *MARSHALL'S PATENT* - - - [1891] A. C. 430
- Jackman v. Mitchell* - - (13 Ves. 581)
Distinguished by C. A. in *In re McHENRY. McDERMOTT v. BOYD. LEVITA'S CLAIM* - - [1894] 3 Ch. 365
- Jackson, In re* - - - (21 Ch. D. 786)
Distinguished by Chitty J. in *In re DE TESSIER'S SETTLED ESTATES* [1893] 1 Ch. 153
- Jackson's Trade-mark, In re* (6 Rep. Pat. Cas. 80)
Distinguished by Romer J. in *In re DENSHAM'S TRADE-MARK* [1895] 2 Ch. 176
- Jackson v. Hamilton* - - (3 J. & Lat. 702)
Considered by Stirling J. in *In re WILLIAMS. WILLIAMS v. WILLIAMS* [1895] W. N. 36
- "*Jacob Landstrom, The* - (4 P. D. 191, 193)
Disputed from by Div. Ct. in *THE "STRATHGARRY"* - [1895] P. 264
- Jacoby v. Whitmore* - (32 W. R. at p. 19)
Dictum of Cotton L.J. followed by North J. in *BATHO v. TUNES* [1892] W. N. 101
- James, Ex parte* - - (L. R. 9 Ch. 609)
Referred to by Kekewich J. in *In re THE OPERA, LIMITED* [1891] 2 Ch. 154
- James v. Smith* - - ([1891] 1 Ch. 384)
Affirm. by C. A. - [1891] W. N. 175
Note.—The C. A. did not decide whether the Statute of Frauds applied.
- Jamieson and Newcastle Steamship Freight Insurance Association, In re* ([1895] 1 Q. B. 510)
Revers. by C. A. - [1895] 2 Q. B. 90
- Jay v. Johnstone* - - ([1893] 1 Q. B. 25)
Affirm. by C. A. [1893] 1 Q. B. 189
- Jeffery, In re* - - - ([1891] 1 Ch. 671)
Disputed from by Chitty J. in *In re BURTON'S WILL. BANKS v. HEAVEN* [1892] 2 Ch. 38
But adhered to by North J. in *In re ADAMS. ADAMS v. ADAMS* [1893] 1 Ch. 329
Followed with reluctance by Kekewich J. in *In re CALDWELL. HAMILTON v. HAMILTON* - - [1894] W. N. 13
Overruled by C. A. in *In re HOLFORD. HOLFORD v. HOLFORD* [1894] 3 Ch. 30
- Jellard, In re* - - - (39 Ch. D. 42)
Doubted, but followed by Kekewich J. in *In re STANWAY'S TRUSTS* [1892] W. N. 11
- Jenkins v. Bushby* - - ([1891] 1 Ch. 484)
Explained by C. A. in *MANGAN v. METROPOLITAN ELECTRIC SUPPLY CO.* [1891] 2 Ch. 551
- Jenkins v. Robertson* - (L. R. 1 H. L. (S.) 117)
Distinguished by V. Williams J. in *In re SOUTH AMERICAN AND MEXICAN CO. Ex parte BANK OF ENGLAND* [1895] 1 Ch. 37
- Jenkinson v. Brandley Mining Co.* (19 Q. B. D. 568)
Overruled by C. A. in *In re STANDARD MANUFACTURING CO.* [1891] 1 Ch. 627
- Jenkinson v. Harcourt* - - (Kay, 688)
Considered by Kekewich J. in *In re ANTHONY. ANTHONY v. ANTHONY* (No. 2) [1893] 3 Ch. 498
- Jenks v. Turpin* - - (13 Q. B. D. 505)
Applied by Stirling J. in *FAIRTROUGH v. WHITMORE* - - [1895] W. N. 52
- Jennings v. Jordan* - - (6 App. Cas. 698)
Distinguished by Romer J. in *PLEDGE v. CARR* - - [1894] 2 Ch. 328;
This case affirm. by C. A. [1895] 1 Ch. 51
Form of order followed by North J. in *BIDDULPH v. BILLITER STREET OFFICES CO.* - - [1895] W. N. 98
- Jesus College, Cambridge, Ex parte* (W. N. (1884) 37)
Followed by Stirling J. in *Ex parte VICAR OF CASTLE BYTHAM. Ex parte MIDLAND RAILWAY CO.* [1895] 1 Ch. 348
- Jodrell, In re. Jodrell v. Seale* (44 Ch. D. 590)
Affirm. by H. L. (E.) *sub nom. SEALE-HAYNE v. JODRELL* [1891] A. C. 304
Followed by Stirling J. in *In re DEAKIN. STABKEY v. EYRES* [1894] 3 Ch. 566
- Johnson, Ex parte* - - (26 Ch. D. 338)
Approved by J. O. in *ADMINISTRATOR-GENERAL OF JAMAICA v. LASCELLES, DE MERCADO & CO. In re REES' BANKRUPTCY* - - [1894] A. C. 135
- Johnson v. Lindsay & Co.* (23 Q. B. D. 508)
Decision of C. A. and Div. Court reversed by H. L. (E.), and that of Grantham J. restored - - [1891] A. C. 371
Judgment of H. L. (E.) approved by J. C. in *CAMERON v. NYSTROM* [1893] A. C. 308

- Johnson v. Raylton* - - (7 Q. B. D. 498)
Quare, superseded by 56 & 57 Vict.
c. 71, s. 14 (1)
- Jones, In re* - - (31 Ch. D. 440)
Followed by Chitty J. in *In re BRIGGS*.
EARP v. BRIGGS - [1894] W. N. 163
- Jones, In re* - - ([1895] 2 Ch. 719)
Affirm. by C. A. [1896] W. N. 157 (9)
- Jones v. Clifford* - - (3 Ch. D. 779)
Referred to by North J. in *In re*
NATIONAL PROVINCIAL BANK OF ENG-
LAND AND MARSH - [1895] 1 Ch. 190
- Jones v. Croucher* - - (1 Sim. & St. 315)
See 56 & 57 Vict. c. 21.
- Jones v. Hough* - - (5 Ex. D. 115)
Commented on by Mathew J. in RAYNER
v. REDERIKTIEBOLAGET CONDOR
[[1895] 2 Q. B. 289]
- Jones v. Merionethshire Permanent Benefit Build-
ing Society* - - ([1891] 2 Ch. 587)
Affirm. by C. A. - [1892] 1 Ch. 173
- Jones v. Mills* - - (10 C. B. (N.S.) 788)
Considered by Div. Ct. in BOWEN v.
ANDERSON - [1894] 1 Q. B. 164
- Jones v. Selby* - - (Prec. Ch. 330)
Followed by Mathew J. in MUSTAPHA v.
WEDLAKE - [1891] W. N. 901
- Jones v. Thorne* - - (1 B. & C. 715)
Followed by Chitty J. in RAPLEY v.
SMART - [1894] W. N. 2
- Jones v. Westcomb* - - (1 Eq. C. Ab. 245)
Held not applicable by C. A. in *In re*
TREDWELL. JEFFRAY v. TREDWELL
(No. 1) - - [1891] 2 Ch. 640
- Jones v. Williams* - - (11 M. & W. 176)
Considered by C. A. in LEMMON v. WEBB
[[1894] 3 Ch. 1]
This case affirm. by H. L. (E.)
[[1895] A. C. 1]
- Joplin v. Postlethwaite* (61 L. T. (N.S.) 629)
Followed by Kekewich J. in TERNELL
v. SANDERSON - [1891] W. N. 71
- Joules' Trade-marks, In re. Thompson v. Mont-
gomery* - - (41 Ch. D. 35)
Affirm. by H. L. (E.) *sub nom.* MONT-
GOMERY v. THOMPSON [1891] A. C. 217
- Jowett v. Local Board of Idle* (W. N. (1888) 87)
Followed by Cave and Charles JJ. in
FENWICK v. RURAL SANITARY AUTHO-
RITY OF CROYDON UNION
[[1891] 2 Q. B. 216]
- Kay v. Atherton Local Board* - (42 J. P. 792)
Overruled by C. A. in GRAHAM v. COR-
PORATION OF NEWCASTLE-UPON-TYNE
[[1893] 1 Q. B. 643]
- Kays v. Sutherland* - - (20 Q. B. D. 147)
Followed by Div. Ct. in TASSELL v.
HALLEN - [1892] 1 Q. B. 321
- Kelly v. Kelly* - - (L. R. 2 P. & D. 31, 59)
Followed in BETHUNE v. BETHUNE
[[1891] P. 205]
- Kemp v. Wanklyn* - - ([1894] 1 Q. B. 265)
Revers. by C. A. - [1894] 1 Q. B. 583
- Kemp v. Wright* - - ([1894] 2 Ch. 462)
See now Building Societies Act, 1894
(57 & 58 Vict. c. 47), s. 10.
Partially revers. by C. A.
[[1895] 1 Ch. 191]
Decision of C. A. referred to by Stirling
J. in BOTTEN v. CITY AND SUBURBAN
PERMANENT BUILDING SOCIETY
[[1895] 2 Ch. 441]
- Kendall v. Hamilton* - - (4 App. Cas. 504)
Held by C. A. not to apply in WEGG-
PROSSER v. EVANS [1895] 1 Q. B. 106
Explained by C. A. in WILSON, SONS &
CO. v. BALCARRES BROOK STEAMSHIP CO.
[[1895] 1 Q. B. 492]
- Kent v. Worthing Local Board* (10 Q. B. D. 118)
Overruled by C. A. in THOMPSON v.
CORPORATION OF BRIGHTON. OLIVER v.
HORSHAM LOCAL BOARD
[[1894] 1 Q. B. 332]
- Ker v. Ker* - - (4 Ir. Rep. Eq. 15)
Distinguished by North J. in *In re*
JONES. FARRINGTON v. FOSTER (No. 2)
[[1893] 2 Ch. 461, at p. 473]
- Kershaw v. Taylor* - ([1895] 2 Q. B. 208)
Affirm. by C. A. - [1895] 2 Q. B. 471
Followed by Chitty J. in FLORENCE v.
PADDINGTON VESTRY
[[1895] W. N. 143 (9)]
- Kibble v. Gough* - - (38 L. T. (N.S.) 204)
Considered by C. A. in TAYLOR v. SMITH
[[1893] 2 Q. B. 65]
- Kidderminster (Mayor of) v. Hardwick* (L. R.
9 Ex. 13)
Followed by Romer J. in MAYOR OF
OXFORD v. CROW - [1893] 3 Ch. 535
- Kidman v. Kidman* - (40 L. J. (Ch.) 359)
Followed by C. A. in *In re* WOODIN.
WOODIN v. GLASS - [1895] 2 Ch. 309
- King, Ex parte* - - (2 Ch. D. 256)
Approved by J. C. in ADMINISTRATOR-
GENERAL OF JAMAICA v. LASCELLES, DE
MERCADO & Co. *In re REES' BANK-
RUPTCY* - [1894] A. C. 135
- King v. Improved London Cab Co.* (23 Q. B. D.
281)
Followed, applied, and held by C. A. to
overrule *King v. Spurr* (8 Q. B. D. 104)
in KEEN v. HENRY [1894] 1 Q. B. 292]
- King v. Spurr* - - (8 Q. B. D. 104)
Overruled by *King v. Improved London
Cab Co.* (23 Q. B. D. 281) *per* C. A. in
KEEN v. HENRY - [1894] 1 Q. B. 292]
- King & Co., In re* - - ([1892] 2 Ch. 462)
Followed by Stirling J. in *In re* KAY'S
PATENT - [1894] W. N. 68
- Kingham v. Robins* - - (5 M. & W. 94)
Followed by Div. Ct. in HENNELL v.
DAVIES - [1893] 1 Q. B. 367
- Kingsford v. Merry* - - (1 H. & N. 503)
Discussed by C. A. in HENDERSON & Co.
v. WILLIAMS [1895] 1 Q. B. 521
- Kingston Cotton Mill Co., In re* - ([1895] W. N.
138 (4))
Affirm. by C. A. - [1895] W. N. 150 (2)

- Kirkkatham Local Board and Stockton and Middlesbrough Water Board, In re* ([1893] 1 Q. B. 375)
Affirm. by H. L. (E.). [1893] A. C. 444
- Kirkwood v. Webster* - - (9 Ch. D. 239)
Explained by Railway Commissioners in *GLAMORGAN COUNTY COUNCIL v. GREAT WESTERN RAILWAY CO.*
[1895] 1 Q. B. 21
- Knight v. Whitmore* - (53 L. T. (N.S.) 238)
Followed by Div. Ct. in *VERNON v. WATSON* - - [1891] 1 Q. B. 400
This case was affirm. by C. A.
[1891] 2 Q. B. 288
- Knight and Tabernacle Permanent Building Society, In re* (No. 2) ([1892] 2 Q. B. 613)
Distinguished by C. A. in *In re KIRKLEATHAM LOCAL BOARD AND STOCKTON AND MIDDLESBOROUGH WATER BOARD*
[1893] 1 Q. B. 375
This case was affirm. by
[M. L. (E.)] [1893] A. C. 444
- Knight and Tabernacle Permanent Building Society, In re* (No. 1) ([1891] 2 Q. B. 613; [1892] A. C. 298).
See now Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 20.
- Knights v. Wiffen* - - (L. R. 5 Q. B. 660)
Followed by C. A. in *HENDERSON v. WILLIAMS* - - [1895] 1 Q. B. 521
- Knowles v. Lancashire and Yorkshire Rlwy.* (14 App. Cas. 248)
Distinguished by H. L. (E.) in *CHAMBER COLLIERY CO. v. ROCHE DALE CANAL CO.*
[1895] A. C. 564
- Knox v. Gys* - - (L. R. 5 H. L. 656)
Distinguished by C. A. in *BETJEMANN v. BETJEMANN* - [1895] 2 Ch. 474
- Knox's Trusts, In re* - ([1895] 1 Ch. 538, 542)
Affirm. by C. A. - [1895] 2 Ch. 483
- Labouchere v. Dawson* - (L. R. 13 Eq. 322)
Considered by H. L. (E.) in *TREGO v. HUNT* - - ([1895] W. N. 153 (8))
- Lacey v. Hill* - - (L. R. 8 Ch. 441)
Discussed by V. Williams J. in *In re HEAD. Ex parte HEAD*
[1894] 1 Q. B. 638, at p. 641
- Lacey & Son, In re* - - (25 Ch. D. 301)
Distinguished by Kekewich J. in *In re READ* - - [1894] 3 Ch. 238
- Lacon v. Hooper* - - (6 T. R. 224)
Met by 56 & 57 Vict. c. 71, s. 10 (2).
- L'Efit v. L'Batt* - - (1 P. Wms. 526)
The report corrected by North J. in *In re CLIFF'S TRUSTS*. [1893] 2 Ch. 229
- Lamb, In re* - - ([1894] 2 Q. B. 805)
Followed by V. Williams J. in *In re MARDON* - [1895] W. N. 153 (2)
- Lamb v. Evans* (No. 1) - ([1892] 3 Ch. 462)
Affirm. by C. A. - [1893] 1 Ch. 218
Followed by C. A. in *ROBB v. GREEN*
[1895] 2 Q. B. 315
- Lamb v. Great Northern Railway Co.* ([1891] 2 Q. B. 281)
Distinguished by C. A. in *HEWLETT v. ALLEN & SONS* - [1892] 2 Q. B. 662
This case affirm. by H. L. (E.)
[1894] A. C. 383
- Lambe v. Eames* - - (L. R. 6 Ch. 597)
Followed by Kekewich J. in *In re HAMILTON. TRENCH v. HAMILTON*
[1895] 1 Ch. 373
This case affirm. by C. A.
[1895] 2 Ch. 370
- Lamplugh v. Norton* (22 Q. B. D. 452; 37 W. R. 422)
Overruled by 54 & 55 Vict. c. 8, s. 6 (1).
"Lancashire," *The* - - ([1893] P. 47)
Affirm. by H. L. (E.) on the facts and not on law - [1894] A. C. 1
- Lancashire Cotton Spinning Co., In re* (35 Ch. D. 656)
Referred to by Kekewich J. in *SHACKELL & CO. v. CHORLTON & SONS*
[1895] 1 Ch. 378
- Lancashire and Yorkshire Railway, Ex parte* (55 L. T. (N.S.) 58)
See *Ex parte MIDLAND RAILWAY*
[North J. 1894] W. N. 38
- Lander v. Lander* ([1891] P. 161; 64 L. T. 120)
Distinguished by G. Barnes J. in *EDWARDS v. EDWARDS* - [1894] P. 33
- Lane-Fox v. Kensington and Knightsbridge Electric Lighting Co.* - [1892] 2 Ch. 66)
Affirm. by C. A. - [1892] 3 Ch. 424
- Lavery v. Pursell* - (L. R. 39 Ch. D. 508)
See 56 & 57 Vict. c. 71, s. 62 (definition of "goods").
- Lavy v. London County Council* ([1895] 1 Q. B. 915)
Affirm. by C. A. - [1895] 2 Q. B. 577
- Law Guarantee and Trust Society v. Bank of England* - - (24 Q. B. D. 406)
Overruled by 55 & 56 Vict. c. 39, s. 6.
- Lawes v. Bennett* - - (1 Cox. 167)
Applied in the case of an intestacy by Chitty J. in *In re ISAACS. ISAACS v. REGINALL* - - [1894] 3 Ch. 506
Distinguished by Stirling J. in *In re PYLE. PYLE v. PYLE* [1895] 1 Ch. 724
- Lawrance v. Lord Norreys* - (15 App. Cas. 210)
Followed by C. A. in *WILLIS v. EARL HOWE* - - [1893] 2 Ch. 545
Approved by J. C. in *HAGGARD v. PELICIER FRÈRES* - [1893] A. C. 61
And followed by Stirling J. in *BRUCE v. AILESBUURY (MARQUIS OF)* (No. 2)
[1893] W. N. 149
- Laxon, In re* (No. 3) - ([1893] 1 Ch. 210)
Followed by Div. Ct. in *In re BIRKDALE STEAM LAUNDRY AND CARPET BEATING CO.* - - [1893] 2 Q. B. 386
Discussed by C. A. in *In re GENERAL PHOSPHATE CO.* - [1895] 1 Ch. 3
- Lebel v. Tucker* - - (L. R. 3 Q. B. 77)
Distinguished by C. A. in *ALCOCK v. SMITH* - - [1892] 1 Ch. 238

- Lechmere and Lloyd, In re* - (18 Ch. D. 524)
Followed by Chitty J. in *DEAN v. DEAN* - - - [1891] 3 Ch. 160
Referred to by Kekewich J. in *BLACKMAN v. Fysh* - - - [1892] 3 Ch. 99
- Leduc v. Ward* - - - (20 Q. B. D. 475)
See *MARGETSON v. GLYNN*
[1892] 1 Q. B. 337; *H. L. (E.) A. C. 351*
- Lee v. Alexander* - - - (8 App. Cas. 853)
Distinguished by H. L. (S.) in *ORR v. MITCHELL* - - - [1893] A. C. 238
- Lee v. Butler* - - - ([1893] 2 Q. B. 318)
Distinguished by H. L. (E.) in *HELBY v. MATTHEWS* - - - [1895] A. C. 471
- Lee v. Dangar, Grant & Co.* ([1892] 1 Q. B. 231)
Affirm. by C. A. - - - [1892] 2 Q. B. 337
- Lee v. Gaskell* - - - (L. R. 1 Q. B. 700)
See 56 & 57 Vict. c. 71, s. 62 (definition of "goods")
- Lee v. Neuchatel Asphalt Co.* - (11 Ch. D. 1)
Followed by Stirling J. in *VERNER v. GENERAL AND COMMERCIAL INVESTMENT TRUST* - - - [1894] 2 Ch. 239
Followed by Romer J. in *BOLTON v. NATAL LAND AND COLONIZATION CO.*
[1892] 2 Ch. 124
Followed by Stirling J. in *WILMER v. McNAMARA & Co., LD.* [1895] 2 Ch. 245
- Lee v. Ryder* - - - (6 Madd. 294)
Referred to by Kekewich J. in *HOWELL v. LEWIS* - - - [1891] W. N. 181
- Lee v. Sankey* - - - (L. R. 15 Eq. 204)
Referred to by Kekewich J. in *In re BARNEY. BARNEY v. BARNEY*
[1892] 2 Ch. 265
- Leeds, Duke of v. Lord Amherst* - (14 Sim. 357, 367; 2 Ph. 117)
Considered by C. A. in *PHILLIPS v. HOMFRAY* - - - [1892] 1 Ch. 465
- Leeson v. Medical Council* - (43 Ch. D. 366)
See *REG. v. GAISFORD*
[1892] 1 Q. B. 381
Followed by C. A. in *ALLINSON v. GENERAL MEDICAL COUNCIL*
[1894] 1 Q. B. 750
- Leftley v. Mills* - - - (4 T. R. 170)
Distinguished by C. A. in *KENNEDY v. THOMAS* - - - [1894] 2 Q. B. 759
- Leigh v. Jack* - - - (5 Ex. D. 264)
Distinguished by C. A. in *MARSHALL v. TAYLOR* - - - [1895] 1 Ch. 641
- Leigh v. Leigh* - - - (35 W. R. 121)
Met by 51 & 52 Vict. c. 59, ss. 9, 12; 56 & 57 Vict. c. 53, s. 5 (1).
- Lemmon v. Webb* - - - ([1894] 3 Ch. 1)
Affirm. by H. L. (E.) [1895] A. C. 1
- Lenham v. Barber* - - - (10 Q. B. D. 293)
Distinguished by Div. Ct. in *RUSHMERE v. ISAACSON* - - - [1893] 1 Q. B. 118
- Lennox, Ex parte* - - - (16 Q. B. D. 315)
See *In re FRASER. Ex parte CENTRAL BANK OF LONDON*
[C. A. [1892] 2 Q. B. 633
- Leppington v. Freeman* - ([1891] W. N. 159)
Affirm. by C. A. - [1891] W. N. 196
- Lester v. Garland* - - - (15 Ves. 248)
Approved by C. A. in *In re NORTH. Ex parte HASLOCK* - - [1895] 2 Q. B. 294
- Lester v. Garland* - - - (5 Sim. 205)
Referred to by Stirling J. in *MAOKINTOSH v. POGGOSH* - - [1895] 1 Ch. 505
- Letts v. Hutchins* - - - (L. R. 13 Eq. 176)
Explained by Romer J. in *SMITH v. SMITH* - - - [1891] 3 Ch. 550
- Lewis, In re. Ex parte Munro* (1 Q. B. D. 724)
Dictum of Coleridge C.J. at pp. 726, 727, disapproved by Div. Ct. in *In re THOMPSON. Ex parte BAYLIS*
[1894] 1 Q. B. 463
- Lewis v. Arnold* - - - (L. R. 10 Q. B. 245)
Overruled by Div. Ct. in *SALE v. PHILLIPS* - - - [1894] 1 Q. B. 349
- Lewis v. Madocks* - (8 Ves. 150; 17 Ves. 48)
Discussed by Kekewich J. in *In re BENDY. WALLIS v. BENDY*
[1895] 1 Ch. 109
- Liddell v. Liddell* (31 W. R. 238; 52 L. J. (Ch.) 207)
Followed by North J. in *In re SPARROW'S SETTLED ESTATE* - - [1892] 1 Ch. 412
- Liddiard v. Gale* - (4 Ex. 816; 9 L. J. Ex. 160)
Overruled by 54 & 55 Vict. c. 89, Sch. I.
- Line v. Stephenson* - - - (5 Bing. N. C. 183)
See *BAYNES v. LLOYD* [1895] 2 Q. B. 610
- Liver Alkali Co. v. Johnson* - (L. R. 9 Ex. 338)
Followed by Russell of Killowen C.J. in *HILL v. SCOTT* - - [1895] 2 Q. B. 371
- Liverpool Borough Bank v. Turner* (1 J. & H. 152; on appeal 2 D. F. & J. 502)
Distinguished by V. Williams J. in *BLACK v. WILLIAMS* [1895] 1 Ch. 408
- Liverpool and Manchester Altered Bread and Café Co. v. Firth* - ([1891] 1 Ch. 367)
Commented on by Div. Ct. in *JOYCE v. BEALL* - - - [1891] 1 Q. B. 459
- Llewellyn, In re* - - - (37 Ch. D. 317)
Followed by Kekewich J. in *In re SMITH'S SETTLED ESTATES*
[1891] 3 Ch. 65
- Lloyd v. Lloyd* - - - (L. R. 2 Eq. 722)
Distinguished by C. A. in *METCALFE v. METCALFE* - - - [1891] 3 Ch. 1
- "*Lloyd, The, or Sea Queen*" - (Br. & L. 359)
Followed by Bruce J. in the "*WINE-STEAD*" - - - [1895] P. 170
- Look v. Pearce* - - - ([1892] 2 Ch. 328)
Affirm. by C. A. - [1893] 2 Ch. 271
- London, Ex parte Bishop of* - (2 D. F. & J. 14)
Considered by Chitty J. in *In re BISHOPSGATE FOUNDATION (No. 1)*
[1894] 1 Ch. 185
- London County Council v. Best* (9 Times L. R. 499)
Apparently met by 57 & 58 Vict. c. ccciii. s. 26 (1).
- London County Council v. Edmondson* (66 L. T. 230)
Met by 57 & 58 Vict. c. ccciii. s. 9 (4).

- London County Council v. Erith (Churchwardens &c., of)* ([1893] A. C. 562, 592)
Distinguished by H. L. (E.) in *HULL DOCK CO. v. SCULCOATES UNION (GUARDIANS)* - - [1895] A. C. 138
- London County Council v. Laurance* ([1893] 2 Q. B. 228)
Met by 57 & 58 Vict. c. cexiii. s. 49.
- London County Council v. London School Board* ([1892] 2 Q. B. 606)
Extended by 57 & 58 Vict. c. cexiii. s. 21.
- London County Council v. St. George's Union (Assessment Committee) (No. 1)* (C. A. revers. Div. Ct. [1893] 1 Q. B. 210)
C. A. revers. and Div. Ct. restored by H. L. (E.) - - [1893] A. C. 562
- London County Council v. West Ham (Churchwardens, &c.) (No. 1)* (C. A. revers. Div. Ct. [1892] 2 Q. B. 44)
C. A. revers. and Div. Ct. restored by H. L. (E.) in *LONDON COUNTY COUNCIL v. CHURCHWARDENS, &c., OF WEST HAM* [1893] A. C. 562
- London County Council v. Worley* ([1894] 10 Times L. R. 652)
Met by 57 & 58 Vict. c. cexiii. s. 49.
- London County Council and London Street Tramways Co., In re* ([1894] 2 Q. B. 189)
Affirm. by H. L. (E.) [1894] A. C. 456
- London Bank of Mexico and South America v. Aphorpe* ([1891] 1 Q. B. 383)
Affirm. by C. A. - [1891] 2 Q. B. 378
Followed by C. A. in *SAN (PAULO) BRAZILIAN RAILWAY v. CARTER (SURVEYOR OF TAXES)* - - [1895] 1 Q. B. 580
- London, Brighton, and South Coast Railway v. Watson* (4 C. P. D. 118)
Distinguished by Div. Ct. in *GREAT NORTHERN RAILWAY CO. v. WINDER* [1892] 2 Q. B. 595
- London and Caledonian Marine Insurance Co., In re* (11 Ch. D. 140)
Dictum of James L. J. explained by Romer J. in *KNOWLES v. SCOTT* [1891] 1 Ch. 717
- London, Chatham, and Dover Railway Co. v. South Eastern Railway Co.* ([1892] 1 Ch. 120)
Affirm. by H. L. (E.) [1893] A. C. 429
See *In re KINGSTON COTTON MILL CO.* [1895] W. N. 150 (2)
- London Joint Stock Bank v. Simmons* ([1891] 1 Ch. 270)
Revers. by H. L. (E.) [1892] A. C. 201
Followed by North J. in *BENTINCK v. LONDON JOINT STOCK BANK* [1893] 2 Ch. 120
Approved by C. A. in *MANCHESTER TRUST v. FURNESS* [1895] 2 Q. B. 539
- London and North Western Railway Co. v. Buckmaster* (L. R. 10 Q. B. 70, 444)
Followed by C. A. in *ROCHDALE CANAL CO. v. BREWSTER* - [1894] 2 Q. B. 552
- London and North Western Railway Co. v. Evans* ([1892] 2 Ch. 432)
Revers. by C. A. - [1893] 1 Ch. 16
- London and North Western Railway Co. v. Evershed* (3 App. Cas. 1029)
Discussed and explained by C. A. in *PHIPPS v. LONDON AND NORTH-WESTERN RAILWAY CO.* - [1892] 2 Q. B. 229
- London and North Western Railway Co. v. Watson* (4 C. P. D. 118)
Distinguished by Div. Ct. in *GREAT NORTHERN RAILWAY CO. v. WINDER* [1892] 2 Q. B. 595
- London Provident Society v. Morgan* ([1893] 2 Q. B. 266)
Met by 57 & 58 Vict. c. 47, s. 10.
- London Quays and Warehouses Co., In re* (L. R. 3 Ch. 394)
Followed by Chitty J. in *In re WATSON & SONS, LD.* - - [1891] 2 Ch. 55
- London and South Western Railway Co. v. Coward* (5 Rail. Cas. 708)
Followed by C. A. in *KITTS v. MOORE* [1895] 1 Q. B. 253
- London and South Western Railway Co. v. Gomm* (20 Ch. D. 562)
Distinguished by Div. Ct. in *RAY v. WALKER* - - [1892] 2 Q. B. 88
- London and Suburban Bank, In re* ([1892] 1 Ch. 604)
Approved by V. Williams J. in *In re REAL ESTATES CO.* - [1893] 1 Ch. 398
See now *Building Societies Act, 1894* (57 & 58 Vict. c. 47), s. 8 (2).
- London Syndicate v. Lord* - (8 Ch. D. 84)
Followed in *In re BEENY. FRENCH v. SPROSTON* - - [1894] 1 Ch. 499
- Long v. Ovenden* - (16 Ch. D. 691, at p. 694)
Dictum of Jessel M.R. corrected and explained by Chitty J. in *In re CLEMENTS. CLEMENTS v. PEARBALL* [1894] 1 Ch. 665
- Long v. Short* - - (1 P. Wms. 403)
Considered by Kekewich J. in *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL* [1894] 1 Ch. 693
- Lonsdale (Earl) v. Nelson* - (2 B. & C. 302)
Considered by H. L. (E.) in *LEMMON v. WEBB* - - [1895] A. C. 1
- Lord Advocates v. Bogie* - ([1894] A. C. 89)
Followed by Div. Ct. in *ATTORNEY-GENERAL v. LOYD* [1895] 1 Q. B. 496
- Lovs v. Bell* - - (9 App. Cas. 286)
Distinguished by Kekewich J. in *THOMPSON v. MEIN* - [1893] W. N. 202
See *TWYEROULD v. CHAMBER COLLIERY CO.* - - C. A. [1892] W. N. 27
- Low v. Bouverie* - - ([1891] W. N. 117)
Referred to by Stirling J. in *In re WYATT. WHITE v. ELLIS* [1892] 1 Ch. 188, at p. 199
This last case was affirm. by H. L. (E.) *sub nom. WARD v. PEMBERTON* [1893] A. C. 369

- Louther v. Caledonian Railway Co.** ([1891] 3 Ch. 433)
Revers. by C. A. - [1892] 1 Ch. 73
- Lucas v. Harris** - - - (18 Q. B. D. 127)
Considered by C. A. in *In re SAUNDERS*.
Ex parte SAUNDERS [1895] 2 Q. B. 424
- Lumley v. Simmons** - - - (34 Ch. D. 698)
Explained by V. Williams J. in *In re WOOD*. *Ex parte WOOLFE* [1894] 1 Q. B. 605
Distinguished by Kekewich J. in *DAVIS v. FOREMAN* - - - [1894] 3 Ch. 654
- Lumley v. Wagner** - - - (1 D. M. & G. 604)
Discussed by C. A. in *WHITWOOD CHEMICAL CO. v. HARDMAN* [1891] 2 Ch. 416
- Lydney and Wigpool Iron Ore Co. v. Bird** (33 Ch. D. 85)
Distinguished by C. A. in *METROPOLITAN COAL CONSUMERS' ASSOCIATION v. SCRIMGEOUR* - - - [1895] 2 Q. B. 604
- Lynch v. Wheatley** - - - (14 Q. B. D. 504)
See *MANN v. JOHNSON* [1893] W. N. 196
- Lyon v. Reed** - - - (13 M. & W. 285)
Explained by Chitty J. in *WALLIS v. HANDS* - - - [1893] 2 Ch. 75
- Lysaght, In re. Blythe v. Baumgarten** (W. N. (1887) 23)
Followed by Kekewich J. in *In re DUNNING. STURGEON v. LAWRENCE* [1894] W. N. 140
- McAndrew v. Bassett** - - - (4 D. J. & S. 380)
Held to be practically overruled by s. 10 (e) of the Patents, Designs, and Trade Marks Act, 1888. *In re SIR TITUS SALT, BART., SONS & CO.'S APPLICATION* [1894] 3 Ch. 166
- McCarogher v. Whieldon** - - - (L. R. 3 Eq. 236)
Followed by Romer J. in *CARTER v. SILBER. CARTER v. HASLUCK* [1891] 3 Ch. 553
This last case revers. by C. A. [1893] 2 Ch. 279
And C. A. affirm. by H. L. (E.) *sub nom. EDWARDS v. CARTER* [1893] A. C. 360
- McGaffigan v. Riddall** - - - (28 L. R. Ir. 257)
Followed by Div. Ct. in *PALMER v. WADE. WADE v. PALMER* [1894] 1 Q. B. 268
- McGrath, In re** - - - ([1892] 2 Ch. 496)
Affirm. by C. A. - [1893] 1 Ch. 143
- McHenry, In re. McDermott v. Boyd. Levita's Claim** ([1894] 2 Ch. 423)
Revers. by C. A. - [1894] 3 Ch. 365
- Mackay v. Bannister** - - - (16 Q. B. D. 174)
Distinguished by C. A. in *GUILFORD v. LAMBETH* - - - [1895] 1 Q. B. 92
- Mackenzie's Trusts** - - - (23 Ch. D. 750)
Approved by C. A. in *In re MUNDY'S SETTLED ESTATES* - [1891] 1 Ch. 399
- Mackie v. Herbertson** - - - (9 App. Cas. 303)
Approved by J. C. in *DE MESTRE v. WEST* - - - [1891] A. C. 264
Followed by C. A. in *ATTORNEY-GENERAL v. JACOBS-SMITH* [1895] 2 Q. B. 341
- Maclean v. Jones** - - - (66 L. T. 653)
Disapproved by C. A. in *BUDDEN v. WILKINSON* - [1893] 2 Q. B. 432
- Maggi, In re** - - - (20 Ch. D. 545)
Considered by C. A. in *In re LENG. TARN v. EMMERSON* [1895] 1 Ch. 652
- Maguire v. Russell** (12 Sc. Scas. Cas. 4th Series, 1071)
Disapproved by H. L. (E.) in *JOHNSON v. LINDSAY & Co* (No. 1) [1891] A. C. 371
- Mahony v. East Holyford Mining Co.** (L. R. 7 H. L. 869)
Followed by C. A. in *COUNTY OF GLOUCESTER BANK v. RUDRY MERTHYR COLLIERY CO.* - - - [1895] 1 Ch. 629
- Makins v. Percy Ibbotson & Co.** ([1891] 1 Ch. 133)
Explained by C. A. in *WHITLEY v. CHALLIS* - - - [1892] 1 Ch. 64
Followed by North J. in *EDWARDS v. STANDARD ROLLING STOCK SYNDICATE* [1893] 1 Ch. 574
- Malim v. Keighley** - - - (2 Ves. 333)
Not followed by C. A. in *In re HAMILTON. TRENCH v. HAMILTON* [1895] 2 Ch. 370
- Mallinson v. Mallinson** - (L. R. 1 P. & M. 221)
Considered and disapproved by C. A. in *THOMASSETT v. THOMASSETT* [1894] P. 295
- Manchester Trust v. Furness** ([1895] 2 Q. B. 282)
Affirm. by C. A. - [1896] 2 Q. B. 539
- Maplin Sands, In re** - - - ([1894] W. N. 141)
Affirm. by C. A. - [1894] W. N. 164
- Mara v. Browne** - - - ([1895] 2 Ch. 69)
Revers. by C. A. [1895] W. N. 163 (13)
- Margetson v. Glynn** - - - ([1892] 1 Q. B. 337)
Affirm. by H. L. (E.) [1893] A. C. 351
- Marlborough (Duke of) v. St. John** (5 De G. & Sm. 174)
Head-note corrected by Romer J. in *ECCLESIASTICAL COMMISSIONERS v. WODEHOUSE* - - - [1895] 1 Ch. 553
"Marpesia," *The* - - - (L. R. 4 P. C. 212)
Approved by C. A. in *THE "MERCHANT PRINCE"* - - - [1892] P. 179
- Marsh v. Keating** - - - (1 Bing. N. C. 198)
Followed by Div. Ct. in *REID v. RIGBY & Co.* - - - [1894] 2 Q. B. 40
- Marshall v. Berridge** - - - (19 Ch. D. 233)
Discussed and applied by Chitty J. in *In re LANDER & BAGLEY* [1892] 3 Ch. 41
- Marshall v. Gingell** - - - (21 Ch. D. 790)
Considered and applied by Chitty J. in *In re BROOKE. BROOKE v. BROOKE* (No. 1) - - - [1894] 1 Ch. 43
- Martins v. Upcher** - - - (3 Q. B. 622)
Considered by Div. Ct. in *MADDEN v. KENSINGTON VESTRY* [1892] 1 Q. B. 614
- Mason & Taylor, In re** - - - (10 Ch. D. 729)
Distinguished by Kekewich J. in *BRUNTON v. ELECTRICAL ENGINEERING CORPORATION* - - - [1892] 1 Ch. 424
Followed by Kekewich J. in *In re LAWRENCE. BOWKER v. AUSTIN* [1894] 1 Ch. 556

- Mathers v. Green* - - - (L. R. 1 Ch. 29)
Approved by H. L. (E.) in *STEERS v. ROGERS* - - - [1893] A. C. 232
- Matheson v. Ross* - - - (2 H. L. C. 286)
See 54 & 55 Vict. c. 39, s. 14 (4).
- Maunsell v. Midland Great Western (Ireland) Railway* - - - (1 H. & M. 130)
Followed by C. A. in *KITTS v. MOORE* [1895] 1 Q. B. 253
- Mawer v. Harrison* (Eq. Ca. Abr. 93, Mich. 1892; 20 Viner's Abr. p. 102)
Considered by Stirling J. in *In re WALKER. SHEFFIELD BANKING CO. v. CLAYTON* - - - [1892] 1 Ch. 621
- Mazim-Nordenfelt Gun and Ammunition Co. v. Nordenfelt* (No. 1) ([1893] 1 Ch. 630)
Affirm. by H. L. (E.) [1894] A. C. 535
- Mayor v. Collins* - - - (24 Q. B. D. 361)
Distinguished by C. A. in *REDFERN v. REDFERN* - - - [1891] P. 139
- Meakin v. Morris* - - - (12 Q. B. D. 352)
Approved by C. A. in *CORN v. MATTHEWS* [1893] 1 Q. B. 310
- Medland, In re. Eland v. Medland* (41 Ch. D. 476)
See now Trustee Act, 1894 (57 & 58 Vict. c. 10), s. 4.
- Medlock, In re* - - - (35 L. J. (Ch.) 783)
Followed by Chitty J. in *In re CLEMENTS. CLEMENTS v. PEARSELL* [1894] 1 Ch. 665
And by North J. in *In re SNAITH. SNAITH v. SNAITH* - [1894] W. N. 115
Applied by C. A. in *In re WOODIN. WOODIN v. GLASS* - [1895] 2 Ch. 809
- Mellin v. White* - - - ([1894] 3 Ch. 276)
C. A. revers. by H. L. (E.) [1895] A. C. 154
- "Melpomene," The* - - - (L. R. 4 A. & E. 129)
Referred to by Jeune Pres. in *THE "STRATHGARRY"* - [1895] P. 264
- Mercantile Investment Co. v. International Co. of Mexico* - - - ([1893] 1 Ch. 484, n.)
Distinguished by Stirling J. in *FOLLIT v. EDDYSTONE GRANITE QUARRIES* [1892] 3 Ch. 75
See also *SNEATH v. VALLEY GOLD, LD.* [1893] 1 Ch. 477
And *MERCANTILE INVESTMENT AND GENERAL TRUST CO. v. RIVER PLATE TRUST, LOAN AND AGENCY CO. (No. 2)* [1894] 1 Ch. 578
- Merchant Shipping Co. v. Armitage* (L. R. 9 Q. B. 99)
Followed by C. A. in *LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO.* [1892] 1 Ch. 120
- Merryweather v. Nixan* - - - (8 T. R. 186)
Not. extended to S. by H. L. (S.) in *PALMER v. WICK AND PULTENEYTOWN STEAM SHIPPING CO.* [1894] A. C. 318
- Mersey Dock v. Liverpool* - (L. R. 7 Q. B. 645)
Approved by H. L. (E.) in *HULL DOCKS CO. v. SOULCOATES UNION (GUARDIANS)* [1895] A. C. 136
Followed by C. A. in *DODDS v. ASSESSMENT COMMITTEE OF SOUTH SHIELDS* [1895] 2 Q. B. 133
- Metcalf, In re. Metcalfe v. Metcalfe* (43 Ch. D. 633)
Affirm. by C. A. - [1891] 3 Ch. 1
- Metropolitan Asylum District v. Hill* (6 App. Cas. 198)
Referred to by Kekewich J. in *RAPIER v. LONDON TRAMWAYS CO.* [1893] 3 Ch. 539
- Metropolitan Bank v. Pooley* (10 App. Cas. 210)
Followed by Stirling J. in *BRUCE v. MARQUESS OF AILESBUURY* (No. 2) [1892] W. N. 149
- Metropolitan Board of Works v. Overseers of West Ham* - - - (L. R. 6 Q. B. 193)
Followed by C. A. in *LONDON COUNTY COUNCIL v. CHURCHWARDENS, &c., OF WEST HAM* (No. 1) [1892] 2 Q. B. 44
- Metropolitan Coal Consumers' Association, In re. Karberg's Case* - ([1892] 3 Ch. 1)
Followed by C. A. in *In re CANADIAN DIRECT MEAT CO.* - [1892] W. N. 148
- Metropolitan Coal Consumers' Association, In re. Wainwright's Case* (82 L. T. (N.S.) 30; 63 L. T. (N.S.) 429)
Considered by C. A. in *In re METROPOLITAN COAL CONSUMERS' ASSOCIATION. KARBERG'S CASE* - [1892] 3 Ch. 1
- Metropolitan Railway Co. v. Fowler* ([1892] 1 Q. B. 165)
Affirm. by H. L. (E.) [1893] A. C. 416
- Metropolitan Railway Co. v. Wright* (11 App. Cas. 152)
See *HOW v. LONDON AND NORTH-WESTERN RAILWAY CO. C. A.* [1892] 1 Q. B. 391
- Meyer v. Simonson* - (5 De G. & Sm. 723)
Applied and followed by Kekewich J. in *In re EATON. DAINES v. EATON* [1894] W. N. 95
- Meyer & Co. v. Decroix, Verley et Cie.* (25 Q. B. D. 343)
Affirm. by H. L. (E.) [1891] A. C. 530
- Majors's Trade-mark, In re* (43 Ch. D. 604)
Followed in *In re TALBOT'S TRADE-MARK* [1894] W. N. 12
- Maylor v. Maylor* - - - (11 L. R. Ir. 522)
Approved and adopted by Chitty J. in *In re WHISTON'S SETTLEMENT. LOVATT v. WILLIAMSON* - [1894] 1 Ch. 661
- Michell v. Michell* (No. 1) - ([1891] P. 166)
Revers. by C. A. - [1891] P. 206
- Middlesborough, &c., Building Society* (58 L. J. (Ch.) 771)
Referred to by Kekewich J. in *In re BRITANNIA PERMANENT BENEFIT BUILDING SOCIETY* - [1891] W. N. 123
- Middleton, In re* - - - (19 Ch. D. 552)
Followed by North J. in *In re COPLAND* [1895] W. N. 137 (1)

- Midland Railway v. Edmonton Union (Guardians)*
 ([1895] 1 Q. B. 837)
 Affirm. by H. L. (E.) [1895] A. C. 485
- Midland Railway v. Gribble* ([1895] 2 Ch. 129)
 Affirm. by C. A. - [1895] 2 Ch. 827
- Midland Railway v. Haunchwood Brick and Tile Co.* - (20 Ch. D. 552)
 See RUABON BRICK AND TERRA COTTA CO. v. GREAT WESTERN RAILWAY CO.
 [C. A. [1893] 1 Ch. 427]
- Midland Railway v. Miles* - (33 Ch. D. 632)
 See RUABON BRICK AND TERRA COTTA CO. v. GREAT WESTERN RAILWAY CO.
 [C. A. [1893] 1 Ch. 427]
- Midland Railway v. Robinson* (15 App. Cas. 19)
 See RUABON BRICK AND TERRA COTTA CO. v. GREAT WESTERN RAILWAY CO.
 [C. A. [1893] 1 Ch. 427]
- Miles v. Jarvis* - (24 Ch. D. 633)
 Referred to by Kekewich J. in *BLACKMAN v. FISH* - [1893] 3 Ch. 209
 Followed by Chitty J. in *DEAN v. DEAN*
 [1891] 3 Ch. 150
- Mills, Ex parte* - (L. R. 8 Ch. 569)
 Followed by C. A. in *In re HILDESHEIM*.
Ex parte THE TRUSTEE
 [1893] 2 Q. B. 357
- Mills's Estate, In re* - (34 Ch. D. 24)
 Considered by C. A. in *In re FISHER*
 [1894] 1 Ch. 450
- Mills v. Bowyers' Co.* - (3 K. & J. 66)
 Followed by Kekewich J. in *In re WHITELEY AND ROBERTS' ARBITRATION*
 [1891] 1 Ch. 558
- Mills v. Jennings* - (18 Ch. D. 649)
 Referred to by Kekewich J. in *In re MITCHELL. WAYELL v. MITCHELL*
 [1893] W. N. 11
- Minehead Local Board v. Luttrell* ([1894] 2 Ch. 178)
 Distinguished by Romer J. in *VOWLES v. COLMER* - [1895] W. N. 42
- Minter v. Carr* - ([1894] 2 Ch. 321)
 Affirm. by C. A. - [1894] 3 Ch. 496
- Mitchell v. Cantrill* - (37 Ch. D. 56)
 Distinguished by North J. in *HAYNES v. KING* - [1893] 3 Ch. 439, at p. 445
- Mitchell v. Simpson* - (23 Q. B. D. 373)
 Followed by Chitty J. in *In re EDVE (A SOLICITOR)* - [1891] W. N. 1
- Mozambique, Companhia de v. British South Africa Co.* - ([1892] 2 Q. B. 358)
 C. A. revers. by H. L. (E.)
 [1893] A. C. 602
- Mogg v. Clark* - (15 Q. B. D. 82)
 Followed by C. A. in *REG. v. SOUTTEE*
 [1891] 1 Q. B. 57
- Mogul Steamship Co. v. McGregor, Gao & Co.*
 (23 Q. B. D. 598)
 Affirm. by H. L. (E.) [1892] A. C. 25
 Applied and followed by Kekewich J. in *TROLLOPE v. LONDON BUILDING TRADES FEDERATION* - [1894] W. N. 29
 This case affirm. by C. A.
 [1895] W. N. 45
- Molyneux v. White, In re* (13 L. R. Ir. 382; 15 L. R. Ir. 383)
 Explained by Stirling J. in *In re VENN & FURZE* - [1894] 2 Ch. 101
- Monson v. Tusseauds, Limited* ([1894] 1 Q. B. 171)
Dictum of Lord Halsbury not followed by C. A. in KITT v. MOORE
 [1895] 1 Q. B. 253
- Montague v. Flockton* - (L. R. 16 Eq. 189)
 Disapproved by C. A. in *WHITWOOD CHEMICAL CO. v. HARDMAN*
 [1891] 2 Ch. 416
- Montgomery v. Thompson* - ([1891] A. C. 221)
 Observations of Lord Watson followed by Chitty J. in *WOLMERSHAUSEN v. WOLMERSHAUSEN & CO.* [1892] W. N. 87
 Form of injunction followed by Stirling J. in *POWELL v. BIRMINGHAM VINEGAR BREWERY CO. (No. 2)*
 [1894] 3 Ch. 449
- Moon v. Moon* - ([1892] P. 382)
 Followed by Jenne Pres. in *ROGERS v. ROGERS* - [1894] P. 161
- Moore, Ex parte* - (14 Q. B. D. 627)
 Followed by C. A. in *In re ALEXANDER*
 [1892] 1 Q. B. 216
- Moore, In re* - (21 Ch. D. 778)
 Referred to by Kekewich J. in *EATON v. DAINES* - [1894] W. N. 32
- Morant v. Taylor* - (1 Ex. D. 188)
 See 57 & 58 Vict. c. cexiii., s. 116 (3).
- Morgan v. Britten* - (L. R. 13 Eq. 28)
 Followed by Chitty J. in *BINNING v. BINNING* - [1895] W. N. 116 (16)
- Morgan v. Mather* - (2 Ves. 15)
 Commented on by Kekewich J. in *In re WHITELEY AND ROBERTS' ARBITRATION*
 [1891] 1 Ch. 558
- Morgan v. Ravey* - (6 H. & A. 265, 276)
 Applied by Hawkins J. in *ROBB v. GREEN* - [1895] 2 Q. B. 1
 This case affirm. by C. A.
 [1895] 2 Q. B. 313
- Morgan v. Swansea Urban Sanitary Authority*
 (9 Ch. D. 582)
 Considered by Stirling J. in *In re CUNNINGHAM AND FRAYLING*
 [1891] 2 Ch. 567
- Morley v. Attenborough* (3 Ex. 500; 18 L. J. (Ex.) 149)
 See 56 & 57 Vict. c. 71, ss. 11 (1) (c); 12 (1), 55.
- Morley v. Ramsdell* - (2 Hare. 570)
 Explained and further heard by C. A. in [1895] 1 Ch. 449
- Morrall v. Morrall* - (7 P. D. 68)
 Followed by Jenne Pres. in *COLLINS v. ELSTONE* - [1893] P. 1
- Morrice v. Aslmer* - (L. R. 7 H. L. 717)
 See *In re BODMAN. BODMAN v. BODMAN*
 [1891] 3 Ch. 126, at p. 137
- Morris, Wilson & Co. v. Coventry Machinists Co.*
 ([1891] 3 Ch. 418)
 Commented on by C. A. in *WOOLLEY v. BROAD* (No. 2) - [1892] 2 Q. B. 317

- Morton v. Tibbett* - - - (15 Q. B. 428)
Considered by C. A. in *TAYLOR v. SMITH* - - - [1893] 2 Q. B. 65
- Morton and Hallett, In re* - (15 Ch. D. 143)
Followed by Stirling J. in *In re CUNNINGHAM AND FRAYLING* [1891] 2 Ch. 567
- Moul v. Groenings* - ([1891] 2 Q. B. 443)
Explained by Chitty J. in *SCHAUER v. J. C. & J. FIELD* - [1893] 1 Ch. 35
Followed by Charles J. in *HANFSTAENGL ART PUBLISHING Co. v. HOLLOWAY* [1893] 2 Q. B. 1
- Mountjoy's (Lord) Case* (Godb. 17; 1 Anderson 307)
Discussed by C. A. in *DUKE OF SUTHERLAND v. HEATHCOTE* [1893] 1 Ch. 475
- Mowbray v. Merryweather* ([1895] 1 Q. B. 857)
Affirm. by C. A. - [1895] 2 Q. B. 640
- Mundy's Settled Estates* - ([1891] 1 Ch. 399)
Followed by North J. in *In re BYNG'S SETTLED ESTATES* [1892] 2 Ch. 219
- Murray v. Freer* - ([1893] 1 Q. B. 281)
Revers. by C. A. [1893] 1 Q. B. 635
C. A. affirm. by H. L. (E.) [1894] A. C. [576]
- Musurus Bey v. Gadban* - ([1894] 1 Q. B. 533)
Affirm. by C. A. [1894] 2 Q. B. 352
- Myers v. Catterson* - (43 Ch. D. 470)
Followed by Romer J. in *WILSON v. QUEEN'S CLUB* - [1891] 3 Ch. 523
- Myers v. Elliott* - (16 Q. B. D. 526)
Distinguished by V. Williams J. in *In re WOOD. Ex parte WOOLFE* [1894] 1 Q. B. 605
- Mylne v. Dickinson* - (4 Cooper, 195)
Followed by C. A. in *KITTS v. MOORE* [1894] 1 Q. B. 253
- Mylton v. Mylton* - (L. R. 19 Eq. 30)
Considered by North J. in *In re PRATT. PRATT v. PRATT* - [1894] 1 Ch. 491
- Nassau Phosphate Co.* - (2 Ch. D. 610)
Followed by V. Williams J. in *In re LAXON & Co. (No. 2)* [1893] 3 Ch. 555
- Nathan, Newman & Co., In re* - (35 Ch. D. 1)
Followed by C. A. in *In re CLIFF. EDWARDS v. BROWN* [1895] 2 Ch. 21
- National Arms and Ammunition Co., In re* (28 Ch. D. 474, 482)
Test suggested by Bowen L.J. followed by V. Williams J. in *In re BLAZER FIRE LIGHTER, LD.* - [1895] 1 Ch. 402
- National Debenture and Assets Co.* ([1891] 2 Ch. D. 505)
Distinguished by V. Williams J. in *In re LAXON & Co. (No. 2)* [1892] 3 Ch. 555
- National Provincial Bank and Marsh, In re* ([1895] 1 Ch. 190)
Followed by Kekewich J. in *In re SCOTT AND ALVAREZ'S CONTRACT. SCOTT v. ALVAREZ* - [1895] 1 Ch. 596
This case varied by C. A. [1895] 2 Ch. 603
- Needham v. Bowers* - (21 Q. B. D. 436)
Distinguished by Div. Ct. in *CAWSE v. COMMITTEE OF NOTTINGHAM LUNATIC HOSPITAL* - [1891] 1 Q. B. 585
- Neill v. Duke of Devonshire* - (8 App. Cas. 135)
Referred to by C. A. in *BLOUNT v. LAYARD* - [1891] 1 Ch. 681, n.
- Neilson v. Mossend Iron Co.* (11 App. Cas. 298)
Discussed by Stirling J. in *DAW v. HERRING* - [1892] 1 Ch. 284
- "Nelly Schneider," The* - (3 P. D. 152)
Followed by Bruce J. in *THE "HEReward"* - [1895] P. 234
- Nesbitt v. Greenwich Board of Works* (L. R. 10 Q. B. 465)
Followed by C. A. in *DAVIS v. GREENWICH BOARD OF WORKS* [1895] 2 Q. B. 219
- Nether Stovey Vicarage, In re* (L. R. 17 Eq. 156)
Distinguished by North J. in *Ex parte LONDON CITY COMMISSIONERS OF SEWERS. Ex parte VICAR OF ST. BOTOLPH, ALD-GATE* - [1894] 3 Ch. 544
- Nethersea Colliery Co. v. Bourne* (14 App. Cas. 228)
Followed by Div. Ct. in *BRACE v. ABERCARN COLLIERY CO. HUGGINS v. LONDON & SOUTH WALES COLLIERY CO.* [1891] 1 Q. B. 496
These cases were affirm. by C. A. [1891] 2 Q. B. 699
- Neville v. Matthewman* - ([1894] 3 Ch. 345)
Considered by North J. in *CROMPTON AND EVANS' UNION BANK, LD. v. BURTON* [1895] 2 Ch. 711
- New Eberhardt Co.* - (43 Ch. D. 118)
Distinguished by Romer J. in *In re COMMON PETROLEUM ENGINE CO. ELSNER AND McARTHUR'S CASE* [1895] 2 Ch. 759
- New Land Development Association v. Gray* ([1892] 2 Ch. 138)
Referred to by Chitty J. in *In re CLAYTON AND BARCLAY'S CONTRACT* [1895] 2 Ch. 212
- New Oriental Bank Corporation* ([1892] 3 Ch. 563)
Followed by V. Williams J. in *In re CIVIL SERVICE BREWERY CO.* [1893] W. N. 5
- New Zealand Trust and Loan Co., In re* ([1893] 1 Ch. 403)
Dictum of Lindley L.J. as to form of vesting order disapproved by Kekewich J. in *In re JOLIFFE'S TRUSTS* [1893] W. N. 84
Explained by L.J.J. in *In re GREGSON* [1893] 3 Ch. 232
- Newbery-Vautin (Patents) Gold Extraction Co.* ([1892] 3 Ch. 127, n.)
Followed by Kekewich J. in *In re PINKNEY AND SONS STEAMSHIP CO.* [1892] 3 Ch. 125
- Newcastle Fire Insurance Co. v. Macmorran* (3 Dow. 255, 262)
Followed by C. A. in *HAMBROUGH v. MUTUAL LIFE INSURANCE CO. OF NEW YORK* - [1895] W. N. 1

- Newstead v. Searles* - - (1 Atk. 265)
Explained by J. C. in *DE MESTRE v. WEST* - - [1891] A. C. 264
And by C. A. in *ATTORNEY-GENERAL v. JACOBS-SMITH* - [1895] 2 Q. B. 341
- Newton's Trusts, In re* - - (23 Ch. D. 181)
Followed by Stirling J. in *MILLER v. COLLINS* - [1895] W. N. 143 (8)
- Nielson v. Wait* - - (16 Q. B. D. 67)
Followed by Div. Ct. in *THE "ALINE HOLME"* - - [1893] P. 173
- Nind v. Nineteenth Century Building Society* ([1894] 1 Q. B. 472)
Revers. by C. A. [1894] 2 Q. B. 236
- Norman v. Binnington* - (25 Q. B. D. 475)
Considered by C. A. in *BAERSELMAN v. BAILEY* - [1895] 2 Q. B. 301
- North, In re. Ex parte Hasluck* ([1895] W. N. 65)
Affirm. by C. A. - [1895] 2 Q. B. 264
- North v. Stewart* - - (15 App. Cas. 452)
Distinguished by Kekewich J. in *In re KNIGHT. KNIGHT v. GARDINER* [[1893] 3 Ch. 368
- North-Eastern Railway v. Elliott* (1 J. & H. 145)
Applied and followed by Stirling J. in *ALDIN v. LATIMER CLARKE, MUIRHEAD & Co.* - - [1894] 2 Ch. 437
- North Kent Railway v. Badger* (27 L. J. (M. C.) 106)
Partially met by 57 & 58 Vict. c. cxxiii. s. 81.
- North London Land Co. v. Jacques* (32 W. R. 283)
Distinguished by C. A. in *ROGERS v. RICE* - - [1892] 2 Ch. 170
Disapproved by Lord Esher M.R. in *LOCK v. PEARCE* - [1893] 2 Ch. 271, [at p. 276]
- North London Railway v. Great Northern Railway* (11 Q. B. D. 30)
Considered by Kekewich J. in *RICHARDSON v. METHLEY SCHOOL BOARD* [[1893] 3 Ch. 510
Approved and distinguished by C. A. in *KITTS v. MOORE* - [1895] 1 Q. B. 253
- Northampton (Marquess of) v. Pollock* (45 Ch. D. 190)
Affirm. by H. L. (E.) *sub nom.* SALT v. MARQUESS OF NORTHAMPTON [1892] A. C. 1
- Northumberland (Duke of) v. Percy* ([1893] 1 Ch. 298)
Followed by Kekewich J. in *In re HOWELL-SHEPHERD. CHURCHILL v. ST. GEORGE'S HOSPITAL* [1894] 3 Ch. 649
- Norton v. London and North Western Railway Co.* (9 Ch. D. 623)
Ratio decidendi of *Malins V.-C.* disapproved by C. A. in *FOSTER v. LONDON, CHATHAM AND DOVER RAILWAY* [[1895] 1 Q. B. 711
- Nottingham Patent Brick and Tile Co. v. Butler* (15 Q. B. D. 261; 16 Q. B. D. 778)
Explained by Stirling J. in *In re BIRMINGHAM AND DISTRICT LAND CO. AND ALLDAY* - - [1893] 1 Ch. 342
- Noyce, In re* - - ([1892] 1 Q. B. 97)
Affirm. by C. A. *sub nom.* HILLEARY v. NOYCE [1892] 1 Q. B. 642
- Nunneley v. Nunneley* - - (15 P. D. 186)
Explained and followed in *FORSYTH v. FORSYTH* - - [1891] P. 363
- Nuttall v. Manchester Corporation* (8 Times L. R. 513)
Commented on by C. A. in *ECKERSLEY v. MERSEY DOCKS AND HARBOUR BOARD* [[1894] 2 Q. B. 667
- Nuttall v. Staunton* - - (4 B. & C. 51)
Distinguished by Div. Ct. in *WILKINSON v. PEEL* - - [1895] 1 Q. B. 516
- Nutter v. Holland* - - ([1894] 3 Ch. 408)
Considered by North J. in *CROMPTON AND EVANS' UNION BANK, LD. v. BURTON* [North J. [1895] 2 Ch. 711
- Oakes v. Turquand* - - (L. R. 2 H. L. 325)
Distinguished by C. A. in *In re NATIONAL DEBENTURE AND ASSETS CORPORATION* [[1891] 2 Ch. 505
- Oakley v. Pasheller* (4 Cl. & F. 207; 10 Bli. (N.S.) 548)
Explained by H. L. (E.) in *ROUSE v. BRADFORD BANKING CO.* [[1894] A. C. 596
- Occleston v. Fullalove* - (L. R. 9 Ch. 147)
Followed by North J. in *In re SHAW. ROBINSON v. SHAW* [1894] 2 Ch. 573
- Odell, Ex parte* - - (10 Ch. D. 80)
Referred in the UNITED FORTY POUND LOAN CLUB v. BEXTON [1891] 1 Q. B. 28, n.
- Ogden v. Turner* - - (2 Salk. 696)
Overruled by 54 & 55 Vict. c. 51, s. 1.
- Ogle v. Story* - - (4 B. & Ad. 735)
Discussed and distinguished by Chitty J. in *In re LLEWELLIN* [1891] 3 Ch. 145
- O'Hara v. Elliott* - - ([1893] 1 Q. B. 362)
Applied by Bruce J. in *THE "HESTIA" (No. 2)* - - [1895] W. N. 100
- Olney v. Bates* - - (3 Drew. 319)
Discussed by Chitty J. in *In re SIR E. HARVEY'S ESTATE. HARVEY v. GILLOW* [1893] 1 Ch. 567
- O'Neal v. Mead* - - (1 P. Wms. 693)
Followed by Kekewich J. in *In re BUTLER. LE BAS v. HERBERT* [[1894] 3 Ch. 250
- O'Neil v. Armstrong, Mitchell & Co.* ([1895] 2 Q. B. 70)
Affirm. by C. A. - [1895] 2 Q. B. 418
- O'Neil v. Clason* - - (46 L. J. (Q. B.) 191)
Held by C. A. to be overruled by *Russell v. Cambefort* (23 Q. B. D. 526) in *WESTERN NATIONAL BANK OF NEW YORK v. PEREZ, TRIANA & Co.* [[1891] 1 Q. B. 304

- Onslow v. Commissioners of Inland Revenue* (24 Q. B. D. 584)
Affirm. by C. A. [1891] 1 Q. B. 239
- Onslow v. Horne* - - - (2 W. Bl. 750)
Followed by C. A. in *ALEXANDER v. JENKINS* - - - [1892] 1 Q. B. 797
- Onslow v. Wallis* - - - (1 Mac. & G. 506)
Distinguished by C. A. in *In re LASHMAR. MOODY v. PENFOULD* [1891] 1 Ch. 258
- Ooregum Gold Mining Co. of India v. Roper* ([1892] A. C. 125)
Explained by V. Williams J. in *In re PIONEERS OF MASHONALAND SYNDICATE* [1893] 1 Ch. 731
Dicta of Lord Herschell commented on by Kekewich J. and C. A. in *In re RAILWAY TIME TABLES PUBLISHING CO. Ex parte WELTON* - [1896] 1 Ch. 255
- Opera, Limited, In re* - - ([1891] 2 Ch. 154)
Revers. by C. A. - [1891] 3 Ch. 260
Explained and followed and head-note corrected by Kekewich J. and C. A. in *TAUNTON v. WARWICKSHIRE (SHERIFF)* [1896] 1 Ch. 734; [1895] 2 Ch. 319
Distinguished by Romer J. in *ROBSON v. SMITH* - - - [1895] 2 Ch. 118
- Orde, In re* - - - (24 Ch. D. 271)
Distinguished by Chitty J. in *In re DODSWORTH. SPENCE v. DODSWORTH* [1891] 1 Ch. 657
- Orford v. Cole* - - - (2 Stark. 351)
Quere, overruled by 54 & 55 Vict. c. 39, Sch. I.
- "*Orienta*," *The* - - - ([1894] P. 271)
Affirm. by C. A. - - [1895] P. 49
- Oriental Inland Steam Co., In re* (L. R. 9 Ch. 557)
Dictum of James L.J. explained by Romer J. in *KNOWLES v. SCOTT* [1891] 1 Ch. 717
- Orr-Ewing v. Registrar of Trade-marks* (4 App. Cas. 479)
Explained by Chitty J. in *In re MEEUS' APPLICATION* - - [1891] 1 Ch. 41
- Orton v. Cleveland Fire Brick and Pottery Co.* (3 H. & C. 868)
Not followed by Wright J. in *In re PERUVIAN GUANO CO. Ex parte KEMP* [1894] 3 Ch. 690
- O'Shanassy v. Joachim* - - (1 App. Cas. 82)
Distinguished by J. C. in *TOOTH v. POWER* - - - [1891] A. C. 284
- O'Shea v. O'Shea* - - - (15 P. D. 59)
See *EVANS v. NOTON* (No. 1)
[C. A. [1893] 1 Ch. 252]
- O'Shea v. Wood* - - - ([1891] P. 237)
Partly affirm. and partly revers. by C. A. [1891] P. 236
- Overend, Gurney & Co. v. Oriental Financial Corporation* (L. B. 7 H. L. 348)
Explained by H. L. (E.) in *ROUSE v. BRADFORD BANKING CORPORATION* [1894] A. C. 586
- Owen v. De Beauvoir* - - (16 M & W. 547)
Followed by Stirling J. in *HOWITT v. EARL OF HARRINGTON* [1893] 2 Ch. 497
- Owens College v. Chorlton-upon-Medlock (Overseers)* (18 Q. B. D. 403)
Disapproved by H. L. (E.) in *LONDON COUNTY COUNCIL v. EMITH (CHURCHWARDENS, &c.). LONDON COUNTY COUNCIL v. WEST HAM (CHURCHWARDENS, &c.). LONDON COUNTY COUNCIL v. ST. GEORGE'S UNION (ASSESSMENT COMMITTEE)* - - - [1893] A. C. 562
- "*P. Caland*," *The* - - - ([1891] P. 313)
Affirm. by C. A. - [1892] P. 191
C. A. affirm. by H. L. (E.) [1893] A. C. 207
- Padstow Total Loss and Collision Assurance Association, In re* (20 Ch. D. 137)
Distinguished by C. A. in *In re BOWLING AND WELBY'S CONTRACT* [1896] 1 Ch. 662
- Page v. Morgan* - - - (15 Q. B. D. 228)
Considered by C. A. in *TAYLOR v. SMITH* (No. 1) - - - [1893] 2 Q. B. 65
- Pain v. Boughtwood* - - (24 Q. B. D. 353)
Followed by Div. Ct. in *DYKE v. GOWER* [1892] 1 Q. B. 220
- Palliser v. Gurney* - - - (19 Q. B. D. 519)
Followed by C. A. in *STODON v. LEE* [1891] 1 Q. B. 681
Overruled by 56 & 57 Vict. c. 63, s. 1 (a).
- Palmer, In re* - - - (45 Ch. D. 291)
Considered by C. A. in *In re FRAPE. Ex parte PERRETT* (No. 1) [1893] 2 Ch. 284
- Palmer v. Caledonian Railway Co.* ([1892] 1 Q. B. 607)
Revers. by C. A. - [1892] 1 Q. B. 222
- Palmer v. Fletcher* - - - (1 Lev. 122)
Rule applied to devises by Chitty J. in *PHILLIPS v. LOW* - [1892] 1 Ch. 47
- Palmer v. Locke* - - - (18 Ch. D. 381)
Followed by Chitty J. in *In re STONE'S WILL* - - - [1893] W. N. 50
- Palmer's (J. B.) Trade-mark, In re* (24 Ch. D. 504)
Discussed by Chitty J. in *In re MEEUS' APPLICATION* - - [1891] 1 Ch. 41
- Parkinson v. Wainwright* - ([1895] W. N. 68)
Considered by V. Williams J. in *MARWICK v. LORD TRENLOW* [1895] 1 Ch. 776
- "*Parlement Belge*," *The* - - (5 P. D. 197)
Approved by J. C. in *OWNERS OF THE "UTOPIA" v. OWNERS AND MASTER OF THE "PRIMULA" THE "UTOPIA"* [1893] A. C. 492
Considered and followed in *MICHELL v. SULTAN OF JOHORE* [C. A. [1894] 1 Q. B. 149]

- Parry v. Great Ship Co.* - - - (4 B. & S. 556)
Distinguished by Kennedy J. in *ROD-
DICK v. INDEMNITY MUTUAL MARINE
INSURANCE CO.* - [1895] 1 Q. B. 836
This case partly affirm. by C. A.
[[1895] 2 Q. B. 380]
- Patching v. Barnett* - - - (51 L. J. (Ch.) 742)
Followed by North J. in *In re COPLAND*
[[1895] W. N. 137 (1)]
- Paterson v. Paterson* (3 H. L. C. 308, at pp. 319
328)
Dicta of L. Brougham referred to by
Pollock B. in *RUSSELL v. RUSSELL*
[[1895] P. 152]
This case revers. by C. A.
[[1895] W. N. 180 (4)]
- Payne v. Wilson* - - - ((1895] 1 Q. B. 658)
Revers. by C. A. - [1895] 2 Q. B. 537
- "Peace," *The* - - - (Swa. 115)
Followed by Jeune J. in *THE "ELTON"*
[[1891] P. 265]
- Peace & Ellis, In re* (36 W. R. 61; W. N. (1887)
p. 186)
Approved by C. A. in *DRIELAMA v.
MANIFOLD* - - - [1894] 3 Ch. 100
- Peacock, In re* - - - (14 Ch. D. 212)
Considered by C. A. in *In re NEW ZEAL-
LAND TRUST AND LOAN CO.*
[[1893] 1 Ch. 403]
- Peake's Settled Estates, In re* ((1893] 3 Ch. 430)
Further heard by North J.
[[1894] 3 Ch. 530]
Considered by Kekewich J. in *In re
NEWEN. NEWEN v. BARNES*
[[1894] 3 Ch. 297]
- Pearks v. Moseley* - - - (5 App. Cas. 714)
Rule laid down at p. 719 applied by
Stirling J. in *In re MERVIN. MERVIN
v. CROSSMAN* [1891] 3 Ch. 197, at p. 300
Applied by Kekewich J. in *WILLETON
v. BROOKS* - - - [1893] W. N. 29
- Pearson v. Pearson* - - - (27 Ch. D. 145)
Followed by Stirling J. in *TREGO v.
HUNT* - - - [1893] 1 Ch. 463
- Pearson's Case* - - - (5 Ch. D. 336)
See *ANCHER'S CASE* - [1893] 1 Ch. 323
- Peck v. Derry* - - - (14 App. Cas. 337)
Discussed by C. A. in *ANGUS v. CLIFFORD*
[[1891] 2 Ch. 449]
- Peck v. Trinsmaran Iron Co.* - (2 Ch. D. 115)
Followed by Chitty J. in *CAMPBELL v.
LLOYD'S, BARNETT'S AND BOMANQUET'S
BANK* - - - [1891] 1 Ch. 186, n.
Doubted; but followed by Kay J. in
MARINS v. PERCE IBBOTSON & SONS
[[1891] 1 Ch. 133]
- Peck v. Trower* - - - (7 P. D. 21)
Explained by Archib. Ct. in *NICKALLS v.
BRISCOE* - - - [1892] P. 269
- Peel's Case* - - - (L. R. 2 Ch. 674)
Distinguished by C. A. in *In re NA-
TIONAL DEBENTURE AND ASSETS COR-
PORATION* - - - [1891] 2 Ch. 505.
See *In re LAXON & Co. (No. 2)*
- - - [[1892] 3 Ch. 555]
- Petres v. Corf* - - - (L. R. 9 Q. B. 210)
Referred to by Kekewich J. in *POTTER
v. PETERS* - - - [1895] W. N. 37
- Pelly v. Wathen* - - - (1 D. M. & G. 16)
Followed by Kekewich J. in *BRUNTON
v. ELECTRICAL ENGINEERING CORPORA-
TION* - - - [1893] 1 Ch. 434
- Pelton v. Harrison* - - - ((1891] 2 Q. B. 422)
See *Married Women's Property Act*,
1893 (56 & 57 Vict. c. 63), s. 1.
- Penfold, Ex parte* - - - (4 De G. & Sim. 282)
Followed by Stirling J. in *In re LONDON,
WINDSOR AND GREENWICH HOTELS CO.
QUARTERMAINE'S CLAIM*
[[1892] 1 Ch. 639]
- Penney, Ex parte* - - - (L. R. 8 Ch. 446)
Followed by C. A. in *In re COALPORT
CHINA CO.* - - - [1895] 3 Ch. 404
- Penruddock's Case* - - - (5 Rep. 101)
Distinguished by C. A. in *LEMMON v.
WEBB* - - - [1894] 3 Ch. 1, at p. 13
This case affirm. by H. L. (E.)
[[1895] A. C. 1]
- Penton v. Browns* - - - (1 Sid. 181)
Not followed by Bowen L.J. in *AMERI-
CAN CONCENTRATED MEAT CO. v. HENDRY*
[[1893] W. N. 87]
This case affirm. by C. A.
[[1893] W. N. 82]
- Pen-y-Van Colliery Co.* - - - (6 Ch. D. 477)
Followed by V. Williams J. in *In re
BANK OF SOUTH AUSTRALIA (No. 1)*
[[1894] 3 Ch. 722]
- Percival, Ex parte* - - - (L. R. 6 Eq. 519)
Not followed by V. Williams J. in *In re
LONDON METALLURGICAL CO.*
[[1895] 1 Ch. 758]
- Perry v. Kames* - - - ((1891] 1 Ch. 658)
Approved by C. A. in *WHEATON v.
MAPLE* - - - [1893] 3 Ch. 48
- Perry v. Oriental Hotels Co.* (L. R. 12 Eq. 126)
Referred to by Kekewich J. in *LATHOM
v. GREENWICH FERRY CO.*
[[1895] W. N. 77]
- Perry's Executors v. Rego* - - - (L. R. 4 Ex. 27)
Distinguished by Div. Ct. in *ATTORNEY-
GENERAL v. LOYD* [1895] 1 Q. B. 496
- Perry-Herrick v. Attwood* - (2 De G. & J. 21)
Followed by H. L. (E.) in *BROCKLESBY
v. TEMPERANCE PERMANENT BUILDING
SOCIETY* - - - [1893] A. C. 173
- Peters v. Lotts and East Grinstead Railway Co.*
(18 Ch. D. 429)
Dictum of Jessel M.R., at p. 433, ap-
proved and followed in *In re LORD
SUDELEY AND BAINES & Co.*
[[1894] 1 Ch. 334]
- Petty v. Daniels* - - - (34 Ch. D. 172)
Distinguished by Kekewich J. in
TAYLOR v. ROE (No. 1) [1893] W. N. 14
- Pettyt v. Janeson* - - - (6 Madd. 146)
Discussed and applied by C. A. in
HUNTER v. DOWLING (No. 1)
[[1893] 3 Ch. 212, at pp. 216, 221]

- Pharmaceutical Society v. Piper & Co.* ([1893] 1 Q. B. 686)
Approved by C. A. in *PHARMACEUTICAL SOCIETY v. ARMSON* [1894] 2 Q. B. 720
- Phillips' Trade-marks, In re* ([1891] 3 Ch. 139)
Followed by Kekewich J. in *In re ADAMS' TRADE-MARK* [1892] W. N. 40
See also *In re HENRY CLAY and BOCK & Co.* - - - [1892] 3 Ch. 649
- Phillips v. Cayley* - - - (43 Ch. D. 222)
See *In re DAVIES* - - [1892] 2 Ch. 68
- Phillips v. Homfray* - - - (44 Ch. D. 694)
Affirm. by C. A. - - [1892] 1 Ch. 466
- Phillips v. Silvester* - - - (L. R. 8 Ch. 178)
Followed by C. A. in *CLARKE v. RAMUZ* [1891] 2 Q. B. 456
- Phillpotts v. Boyd* - - - (L. R. 6 P. C. 435)
See *ALLCROFT v. BISHOP OF LONDON* [1891] A. C. 666
- Phillpotts v. Boyd* - - - (L. R. 4 A. & E. 297)
Considered in *PENDLEBURY ST. JOHN (VICAR) v. PARISHIONERS OF THE SAME* [1895] P. 178
- Pickard, In re. Elmsley v. Mitchell* ([1894] 2 Ch. 88)
Affirm. by C. A. - - [1894] 3 Ch. 704
- Pickering v. Rudd* (4 Camp. 219; 1 Stark. 56)
Followed by C. A. in *LEMMON v. WEBB* [1894] 3 Ch. 1; affirm. by H. L. (E.) [1894] A. C. 1
- Pickering Lythe East Highway Board v. Barry* (8 Q. B. D. 59)
Overruled by C. A. in *HILL v. THOMAS* [1893] 2 Q. B. 333
- Pictou Municipality v. Geldert* ([1893] A. C. 524)
Applied by J. C. in *SYDNEY (MUNICIPAL COUNCIL) v. BOURKE* [1895] A. C. 433
- Pike v. Fitzgilbon* - - - (14 Ch. D. 837)
Commented on by C. A. in *COX v. BENNETT* - - [1891] 1 Ch. 617
The effect on this Case of the Married Women's Property Act, 1882, discussed by Kay L.J. in *PELTON BROTHERS v. HARRISON* (No. 1) [1891] 2 Q. B. 422
- Pillbrow v. St. Leonard, Shoreditch (Vestry)* ([1895] 1 Q. B. 33)
Affirm. by C. A. - - [1895] 1 Q. B. 433
- Pilley v. Robinson* - - - (20 Q. B. D. 155)
Distinguished by C. A. in *WILSON, SONS & Co. v. BALCARRES BROOK STEAMSHIP Co.* - - [1893] 1 Q. B. 422
Explained by C. A. in *ROBINSON v. GEISEL* - - [1894] 2 Q. B. 685
- Pinder v. Barr* - - - (4 E. & B. 105)
Distinguished by Chitty J. in *LAWRENCE v. EDWARDS* (No. 1) [1891] 1 Ch. 144
- Pinto v. Badman* - - - (8 Rep. Pat. Cas. 181)
Considered by Chitty J. in *In re SMOKELESS POWDER Co.'s TRADE-MARK* [1892] 1 Ch. 590
- Pirie (Alexander) & Sons v. Goodall* ([1892] 1 Ch. 85)
Explained by Stirling J. in *In re COLMAN'S TRADE-MARK* (No 1) [1894] 2 Ch. 115
- Plant v. Potts* - - - ([1891] 1 Q. B. 256)
See *MANN v. JOHNSON* [1893] W. N. 196
Followed by C. A. in *HURCUM v. HIL-LEARY* - - [1894] 1 Q. B. 579
- Platt, In re* - - - (86 Ch. D. 410)
Referred to by C. A. in *In re BLAKE* [1895] W. N. 51
- Pledge v. Carr* - - - ([1894] 2 Ch. 328)
Affirm. by C. A. - - [1895] 1 Ch. 51
- Plomley v. Felton* - - - (14 App. Cas. 61)
Applied by Kekewich J. in *In re BYRON'S SETTLEMENT. WILLIAMS v. MITCHELL* - - [1891] 3 Ch. 474
- Poinsons, In re* - - - ([1891] W. N. 139)
Referred by Romer J. in *TOFIELD v. ROBERTS* - - [1894] W. N. 74
- Pollexfen v. Sibson* - - - (16 Q. B. D. 792)
Is overruled by *Russell v. Cam'sfort* (23 Q. B. D. 526).
So held by C. A. in *WESTERN NATIONAL BANK OF NEW YORK v. PEREZ* [1891] 1 Q. B. 304
- Pollitt, In re. Ex parte Minor* ([1898] 1 Q. B. 175, 455)
Distinguished by Div. Ct. in *In re CHARLWOOD. Ex parte MASTERS* [1894] 1 Q. B. 643
- Pomero v. Pomero* - - - (10 P. D. 174)
Overruled in *BERNSTEIN v. BERNSTEIN* [C. A. [1893] P. 292
- Pomfret v. Perring* - - - (5 D. M. & G. 775)
Considered by North J. in *In re BRACE. WELCH v. COLT* - - [1891] 2 Ch. 671
- Porter v. Lopes* - - - (7 Ch. D. 358)
Distinguished by C. A. in *CARTER v. FRY* - - [1894] 3 Ch. 541
- Portsea Island Building Society v. Barclay* ([1894] 3 Ch. 88)
Affirm. by C. A. - - [1895] 2 Ch. 296
- Portsmouth (Corporation of) v. Smith* (13 Q. B. D. 184)
Followed by Div. Ct. in *FENWICK v. RURAL SANITARY AUTHORITY OF CROYDON UNION* - - [1891] 2 Q. B. 216
- Pottinger v. Wightman* - - - (3 Mer. 67)
Discussed and explained by Stirling J. in *In re BEAUMONT* [1893] 3 Ch. 490
- Poulett v. Hill* - - - ([1893] 1 Ch. 277)
Explained by C. A. in *LYNDE v. WAITHMAN* - - [1895] 2 Q. B. 180
- Pound v. Plumstead Board of Works* (L. R. 7 Q. B. 183)
Followed by C. A. in *VESTRY OF ST. GILES, CAMBERWELL v. CRYSTAL PALACE Co.* - - [1892] 2 Q. B. 33
- Pounder v. North Eastern Railway* ([1892] 1 Q. B. 385)
Commented on by H. L. (E.) in *COBB v. GREAT WESTERN RAILWAY* [1894] A. C. 419
- Powell v. London and Provincial Bank* ([1893] 1 Ch. 610)
Affirm. by C. A. - - [1893] 2 Ch. 555

- Powell v. Powell* - - - (14 P. D. 177)
Overruled by *Jeune Pres. in JONES v. JONES* - - - [1895] P. 201
- Powell's Trade-mark, In re* ([1893] 2 Ch. 388)
Followed in *In re TALBOT'S TRADE-MARK* - - - [1894] W. N. 12
- Powerscourt v. Powerscourt* - (1 Molloy, 616)
Followed by Stirling J. in *In re DARLING. FARQUHAR v. DARLING* [1895] W. N. 140 (12)
- Prater, In re* - - - (37 Ch. D. 481)
Effect of this case on the older authorities stated by Chitty J. in *In re ROBSON. ROBSON v. HAMILTON* [1891] 2 Ch. 559
- Prentice v. London* - (L. R. 10 C. P. 679)
Followed in *WILLIS v. WELLS* [1892] 2 Q. B. 225
- Price's Settlement, In re* - (W. N. (1883) 202)
Followed by North J. in *TRUBEE'S TRUSTS* - - - [1892] 3 Ch. 55
- Price v. James* - - - ([1892] 2 Q. B. 428)
Discussed by Div. Ct. in *STMONS v. WEDMORE* - - - [1894] 1 Q. B. 401
- Price v. M'Beth* - - - (33 L. J. (Ch.) 460)
Followed in *STONE v. LICKORISH* [1891] 2 Ch. 363
- Price v. Moulton* - - - (10 C. B. 561)
Considered by J. C. in *COMMISSIONERS OF STAMPS v. HOPE* - [1891] A. C. 476
- Printing, Telegraph and Construction Co. of the Agency Havas, In re. Ex parte Cammell* ([1894] 1 Ch. 528)
Affirmed by C. A. on fresh evidence [1894] 2 Ch. 392
- Private Investors' Association, In re* (Palmer's Winding-up Forms, 2nd ed. p. 624)
Followed by V. Williams J. in *In re HAMPSHIRE LAND CO.* [1894] 2 Ch. 632
- Pudney v. Eccles* ([1893] 1 Q. B. 52; 41 W. R. 125)
Overruled by 56 & 57 Vict. c. 7, s. 2.
- Pugh & Sharman's Case* - (L. R. 13 Eq. 565)
Distinguished by C. A. in *In re BRITANNIA FIRE ASSOCIATION. COVENTRY'S CASE* - - - [1891] 1 Ch. 202
- Pulbrook v. Richmond Consolidated Mining Co* (9 Ch. D. 610)
Discussed by C. A. in *COOPER v. GRIFFIN* [1892] 1 Q. B. 740
Followed by Div. Ct. in *HOWARD v. SADLER* - - - [1893] 1 Q. B. 1
- Pullman v. Hill & Co.* - ([1891] 1 Q. B. 524)
Distinguished by C. A. in *BOXSIUS v. GOBLET FRÈRES* - [1894] 1 Q. B. 842
- Putney Overseers v. London and South Western Railway* ([1891] 1 Q. B. 440)
Applied by Div. Ct. in *SHOREDITCH ST. LEONARD VESTRY v. LONDON COUNTY COUNCIL* - - - [1895] 2 Q. B. 104
- Pyle Works, In re* - - - (44 Ch. D. 534)
Approved by J. C. in *NEWTON v. ANGLO-AUSTRALIAN INVESTMENT CO. (DEBENTURE-HOLDERS)* - [1895] A. C. 244
- Quebrada Railway Land and Copper Co., In re* (40 Ch. D. 363)
Followed by Kekewich J. in *In re [AGRICULTURAL HOTEL CO.]* [1891] 1 Ch. 393
- Queensland Mercantile Agency Co., In re. Ex parte Australasian Investment Co. Ex parte Union Bank of Australia* ([1891] 1 Ch. 536)
Affirm. by C. A. - [1892] 1 Ch. 219
- "*R. W. Boyd, The* - ([1886] A. No. 27, fol. 5)
Followed by Bruce J. in *THE "MONA"* [1894] P. 265
- Radcliffe, In re. Radcliffe v. Bewes* ([1891] 2 Ch. 662)
Varied by C. A. - [1892] 1 Ch. 227
- Radnor's (Earl of) Will Trusts, In re* (45 Ch. D. 402)
Followed by C. A. in *In re MARQUIS OF AILESBURY'S SETTLED ESTATES IN THE COUNTIES OF WILTS AND BERKS* [1892] 1 Ch. 506
This case affirm. by H. L. (E.) *sub nom. BRUCE v. MARQUIS OF AILESBURY* [1892] A. C. 356
- Raikes v. Boulton* - - - (29 Beav. 41)
Followed by Kekewich J. in *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL* [1894] 1 Ch. 693
- Ralph v. Carrick* - - - (11 Ch. D. 873)
Applied by Kekewich J. in *In re SPRINGFIELD. CHAMBERLIN v. SPRINGFIELD* [1894] 3 Ch. 603
- Rasbotham v. Shropshire Union Railways and Canal Co.* (24 Ch. D. 110)
Followed by Kekewich J. in *ALLIOTT v. SMITH* - - - [1895] 2 Ch. 111
- Rawlins' Trusts, In re* - - - (45 Ch. D. 299)
Affirm. by H. L. (E.) *sub nom. SCALE v. RAWLINS* - - - [1892] A. C. 342
- Rawlings v. Wickham* - (3 De G. & J. 304)
Followed by C. A. in *BETJEMANN v. BETJEMANN* - - - [1895] 2 Ch. 474
- Read v. Anderson* (13 Q. B. D. 779; 53 L. J. (Q. B.) 532; 51 L. T. 55; 32 W. R. 950; 10 Q. B. D. 100)
Overruled by 55 & 56 Vict. c. 9, s. 1.
- Read v. Lincoln (Bishop)* - ([1892] P. 9)
Affirm. by J. C. - [1892] A. C. 644
- Reade v. Bentley* - - - (3 K. & J. 271)
See *LONDON PRINTING AND PUBLISHING ALLIANCE v. COX* - [1891] 3 Ch. 291
- Reader v. Kingham* - (13 C. B. (N.S.) 314)
Followed by C. A. in *GUILD & Co. v. CONRAD* - - - [1894] 2 Q. B. 285
- Real Estate Co., In re* - ([1893] 1 Ch. 604)
See now *Building Societies Act, 1894* (57 & 58 Vict. c. 47), s. 8 (1).
- Reddaway v. Bentham Hemp Spinning Co.* ([1892] 2 Q. B. 639)
Distinguished by C. A. in *REDDAWAY v. BANHAM* - - - [1895] 1 Q. B. 286

- Reeves v. Barlow* - - - (12 Q. B. D. 436)
Followed by Stirling J. in *MORRIS v. DELOBBEL-FILIPPO* - [1892] 2 Ch. 352
- Reg. v. Barnardo. Gossage's Case* (24 Q. B. D. 283)
Affirm. by H. L. (E.) *sub nom.* BARNARDO *v.* FORD - [1892] A. C. 396
- Reg. v. Barnardo. Jones' Case* ([1891] A. C. 388)
Overruled by 54 & 55 Vict. c. 3, s. 3.
- Reg. v. Barnardo. Tye's Case* (23 Q. B. D. 305)
Disapproved by H. L. (E.) in *BARNARDO v. FORD* - [1892] A. C. 326
- Reg. v. Boltingbroke* - ([1893] 2 Q. B. 347)
Approved by C. A. in *Ex parte OVERSEERS OF WORKINGTON* [1894] 1 Q. B. 416, at pp. 418, 419
- Reg. v. Bunn* - - - (12 Cox C. C. 316)
Dissenting from in *CONNOR v. KENT. GIBSON v. LAWSON. CURRAN v. TRELEAVEN* - [1891] 2 Q. B. 545
- Reg. v. Burnup* - - - (50 J. P. 598)
Not followed by Cave and Charles J.J. in *FENWICK v. RURAL SANITARY AUTHORITY OF CROYDON UNION* [1891] 2 Q. B. 316
- Reg. v. Chandler* - - - (24 L. J. (M.C.) 109)
Seenow Prevention of Cruelty to Children Act, 1891 (57 & 58 Vict. c. 41), s. 23 (2).
- Reg. v. Commissioners* - - - (13 Jur. 624)
Abrogated by 57 & 58 Vict. c. 30, s. 7 (4).
- Reg. v. Commissioners of Income Tax* (22 Q. B. D. 296)
Affirmed by H. L. (E.) [1891] A. C. 531
Followed by C. A. in *COMMISSIONERS OF INLAND REVENUE v. SCOTT* [1892] 2 Q. B. 152
- Reg. v. Courper* - - - (24 Q. B. D. 60, 533)
Distinguished in *FRANCE v. DUTTON* [1891] 2 Q. B. 208
- Reg. v. Coz* - - - (14 Q. B. D. 153)
Considered by Kekewich J. in *WILLIAMS v. QUEBRADA RLWY. LAND AND COPPER CO.* - [1895] 2 Ch. 751
- Reg. v. Curzon* - - - (L. R. 8 Q. B. 400)
Approved by H. L. (E.) in *FREER v. MURRAY* - [1894] A. C. 576
- Reg. v. Dolan* - - - (Deane, 436)
Followed by C. C. R. in *REG. v. VILENSKY* - [1892] 2 Q. B. 597
- Reg. v. D'Oyley* - - - (12 A. & E. 139)
Overruled by 56 & 57 Vict. c. 73, s. 31 (1).
- Reg. v. Druiitt* - - - (10 Cox C. C. 392)
Dissenting from in *CONNOR v. KENT. GIBSON v. LAWSON. CURRAN v. TRELEAVEN* - [1891] 2 Q. B. 545
- Reg. v. Evans* - - - (19 L. J. (M.C.) 151)
Approved by C. A. in *REG. v. FARMER* [1892] 1 Q. B. 637
- Reg. v. Fennell* - - - (7 Q. B. D. 147)
Followed by C. C. R. in *REG. v. THOMPSON* - [1893] 2 Q. B. 12
- Reg. v. Government Stock Investment Co.* (3 Q. B. D. 442)
Followed by V. Williams J. in *In re BIDWELL BROTHERS* [1896] 1 Ch. 603
- Reg. v. Grant* - - - (14 Q. B. 439)
Distinguished by C. A. in *BACHE v. BILLINGHAM* - [1894] 1 Q. B. 107
- Reg. v. Halifax County Court (Judge of)* ([1891] 1 Q. B. 793)
Affirm. by C. A. - [1892] 2 Q. B. 263
- Reg. v. Harrauld* - - - (L. R. 7 Q. B. 361)
See 56 & 57 Vict. c. 73, s. 43.
- Reg. v. Hull Docks Co.* - (18 Q. B. D. 325)
Commented on by H. L. (E.) in *HULL DOCK CO. v. SCULCOATES UNION (GUARDIANS)* - [1895] A. C. 136
- Reg. v. Hunter* - - - (10 Cox, 642)
Form of indictment held bad by C. C. R. in *REG. v. SOWERBY* [1894] 2 Q. B. 173
- Reg. v. Kennedy* - - - ([1893] 2 Q. B. 533)
Considered and explained by C. A. in *BEXLEY HEATH RAILWAY v. NORTH* [1894] 2 Q. B. 579
- Reg. v. Lambourn Valley Railway* (22 Q. B. D. 468)
Explained by Div. Ct. in *REG. v. LONDON AND NORTH WESTERN RAILWAY* [1894] 2 Q. B. 512
- Reg. v. Lavey* - - - (1 C. & K. 26)
Referred to by Div. Ct. in *REG. v. BAKER* [1895] 1 Q. B. 797
- Reg. v. Leeds Union* - - - (4 Q. B. D. 323)
Disapproved by H. L. (E.) in *WEST HAM GUARDIANS v. CHURCHWARDENS OF ST. MATTHEW, BETHNAL GREEN* [1894] A. C. 230
- Reg. v. Liverpool (Justices of)* (11 Q. B. D. 638)
Considered and followed by Div. Ct. in *BALDWIN v. JUSTICES OF DOVER* [1892] 2 Q. B. 421
Followed by Div. Ct. in *SYMONS v. WEDMORE* - [1894] 1 Q. B. 401
- Reg. v. London (Bishop of). Allcroft's Case* (24 Q. B. D. 213)
Affirm. by H. L. (E.) *sub nom.* ALLCROFT *v.* BISHOP OF LONDON [1891] A. C. 668
- Reg. v. London (Bishop of). Lighton's Case* ([1891] 2 Q. B. 48)
Decision of Hawkins J. affirm. by C. A. and by H. L. (E.) *sub nom.* LIGHTON *v.* BISHOP OF LONDON [1891] A. C. 666
- Reg. v. London County (Justices of)* (No. 2) ([1893] 2 Q. B. 476)
Affirm. by H. L. (E.) *sub nom.* LONDON COUNTY (COUNTY COUNCIL) *v.* ST. GEORGE'S UNION ASSESSMENT COMMITTEE [1894] A. C. 600
- Reg. v. London (Justices of)* (No. 4) ([1895] 1 Q. B. 214)
Affirm. by C. A. - [1895] 1 Q. B. 616
- Reg. v. London (School Board for)* (17 Q. B. D. 738)
Approved by H. L. (E.) in *LONDON COUNTY COUNCIL v. ERITH (CHURCHWARDENS, &c.). LONDON COUNTY COUNCIL v. WEST HAM (CHURCHWARDENS, &c.). LONDON COUNTY COUNCIL v. ST. GEORGE'S UNION (ASSESSMENT COMMITTEE)* [1893] A. C. 562

- Reg. v. Marsham* - - - ([1892] 1 Q. B. 371)
Explained by C. A. in STROUD v. WANDSWORTH DISTRICT BOARD
[1894] 2 Q. B. 1
- Reg. v. Metropolitan Board of Works* (L. R. 4 Q. B. 15)
Followed by C. A. in LONDON COUNTY COUNCIL v. CHURCHWARDENS, &c., OF WEST HAM - - - [1893] 2 Q. B. 44
- Reg. v. Mitchell* - - - (10 East, 511)
Superseded by 54 & 55 Vict. c. 11, s. 2.
- Reg. v. Nash* - - - (10 Q. B. D. 454)
Approved by H. L. (E.) in BARNARDO v. McHUGH - - - [1891] A. C. 388
- Reg. v. Parry* - - - (3 Times Rep. 649)
Doubted by Div. Ct. in REG. v. BURLINGS - - - [1893] 1 Q. B. 399
- Reg. v. Paul* - - - (25 Q. B. D. 202)
See now Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), s. 15.
- Reg. v. Powell* - - - ([1891] 1 Q. B. 718)
Affirm. by C. A. - - - [1891] 2 Q. B. 693
- Reg. v. Rugg* - - - (45 J. P. 533)
Met by 57 & 58 Vict. c. 41, s. 23 (2).
- Reg. v. Ryland* - - - (L. R. 1 C. C. 199)
See now Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), s. 23 (2).
- Reg. v. St. George* - - - (9 C. & P. 483)
Overruled by C. C. R. in REG. v. DUCKWORTH - - - [1892] 2 Q. B. 83
- Reg. v. Smith* - - - (L. R. 8 Q. B. 146)
Distinguished by Div. Ct. in REG. v. THOMAS - - - [1892] 1 Q. B. 428
- Reg. v. Sowerby* - - - ([1894] 2 Q. B. 173)
Distinguished by C. C. R. in REG. v. SILVERLOCK - - - [1894] 2 Q. B. 768
- Reg. v. Stainer* - - - (39 L. J. (M.C.) 54)
Considered by Div. Ct. in REG. v. TANKARD [1894] 1 Q. B. 548, at p. 550
- Reg. v. Surrey (Justices of)* (No. 1) ([1892] 1 Q. B. 633)
Affirm. by C. A. - - - [1892] 1 Q. B. 867
- Reg. v. Sykes* - - - (1 Q. B. D. 52)
Commented on by H. L. (E.) in *Ex parte* GORMAN - - - [1894] A. C. 23
- Reg. v. Wealand* - - - (20 Q. B. D. 827)
See now Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), s. 15.
- Reid, In the Goods of Mary* (38 L. J. (P. & M.) 1)
Followed by JEUNE PRES. in DURHAM v. NORTON - - - [1895] P. 66
- Reigate Union (Guardians) v. Guardians of Croydon Union* (14 App. Cas. 465)
Explained by Div. Ct. in GUARDIANS OF LLANELLY UNION v. GUARDIANS OF NEATH UNION - - - [1893] 2 Q. B. 38
- Rendall v. Blair* - - - (45 Ch. D. 139)
Explained by Chitty J. in ROOKE v. DAWSON - - - [1895] 1 Ch. 480
- Rhodes v. Forward* - - - (1 App. Cas. 256)
Distinguished by C. A. in TURNER v. GOLDSMITH - - - [1891] 1 Q. B. 544
- Rice Jones, In re* - - - (1 M. & P. 357)
Approved by C. A. in REG. v. FARMER
[1892] 1 Q. B. 637
- Richards v. Earl of Macclesfield* - (7 Sim. 257)
Discussed and applied by Chitty J. in KEEN v. DENNY - - - [1894] 3 Ch. 169
- Richardson v. Methley School Board* ([1893] 3 Ch. 510)
Followed by Kekewich J. in TURNBULL v. WEST RIDING ATHLETIC CLUB (LEEDS)
[1894] W. N. 4
- Richardson v. Richardson* - - - ([1895] P. 276)
Affirm. by C. A. - - - [1895] P. 346
- Ricketts v. Ricketts* - - - (64 L. T. (N.S.) 263)
Distinguished by Kekewich J. in GRIFITH v. HUGHES - - - [1892] 3 Ch. 105
Explained by Romer J. in BOLTON v. CURRIE - - - [1895] 1 Ch. 544
- Ridsdale v. Clifton* - - - (2 P. D. 676)
See READ v. BISHOP OF LINCOLN
[1892] A. C. 644
- Rigby v. Bennett* - - - (21 Ch. D. 559)
Rule applied to devises by Chitty J. in PHILLIPS v. LOW - - - [1892] 1 Ch. 47
- Rishton v. Grissell* - - - (L. R. 5 Eq. 326)
Followed by Chitty J. in FRAMES v. BULTFONTEIN MINING CO.
[1891] 1 Ch. 140
- Robb v. Green* - - - ([1895] 2 Q. B. 1)
Affirm. by C. A. - - - [1895] 2 Q. B. 315
- Roberts, In re* - - - (30 Ch. D. 234)
Distinguished by Chitty J. in *In re* PIRNORNE. MORETON v. HUGHES
[1894] 3 Ch. 276
- Roberts, In re. Kiff v. Roberts* (33 Ch. D. 265)
Followed by C. A. in *Ex parte* GOLDBERG - - - [1893] 1 Q. B. 417
- Roberts v. Kuffin* - - - (2 Atk. 112)
Discussed and distinguished by Chitty J. in *In re* ROBSON. ROBSON v. HAMILTON
[1891] 2 Ch. 559
- Roberts v. Potts* - - - ([1893] 2 Q. B. 33)
Affirm. by C. A. (Kay L.J. dissenting)
[1894] 1 Q. B. 213
- Robertson v. Broadbent* (8 App. Cas. at p. 820)
Referred to by Kekewich J. in *In re* HAMILTON. WOODWARD v. SIMPSON
[1892] W. N. 74
- Robins v. Gray* - - - ([1895] 2 Q. B. 78)
Affirm. by C. A. - - - [1895] 2 Q. B. 501
- Robinson, Ex parte. In re Robinson* (22 Ch. D. 816)
Followed by C. A. in *In re* OTWAY. *Ex parte* OTWAY - - - [1895] 1 Q. B. 812
- Robinson v. Kibbert* - - - (41 Ch. D. 88)
Applied and followed by Stirling J. in ALDIN v. LATIMER CLARKE, MUIRHEAD & Co. - - - [1894] 2 Ch. 437
- Rochdale Property and General Finance Co., In re* (12 Ch. D. 775)
Followed by Chitty J. in *In re* WATSON & SONS, LD. - - - [1891] 2 Ch. 55
- Roddam v. Morley* - - - (1 De G. & J. 1)
Followed by Chitty J. in DIBB v. WALKER - - - [1893] 2 Ch. 429

- Roddick v. Indemnity Mutual Marine Insurance Co.** ([1895] 1 Q. B. 836)
Partly affirm. by C. A. [1895] 2 Q. B. 390
- Rodwell v. Phillips** - - - (9 M. & W. 501)
See 56 & 57 Vict. c. 71, s. 62 (definition of "goods").
- Rogers v. Whiteley** - - - (23 Q. B. 236)
Affirm. by H. L. (E.) [1892] A. C. 118
- Roper v. Roper** - - - (3 Ch. D. 714)
Dictum at p. 719, disapproved by Chitty J. in *In re GREENWOOD. GREENWOOD v. GREENWOOD* [1892] 2 Ch. 395
- Rosenberg v. Northumberland Building Society** (22 Q. B. D. 373)
Considered by Kekewich J. in *BRADBURY v. WILD* - [1893] 1 Ch. 377
- Ross Improvement Commissioners v. Osborne** (W. N. [1890] 92)
Not followed by Chitty J. in *NATIONAL PERMANENT MUTUAL BENEFIT BUILDING SOCIETY v. RAPER* - [1892] 1 Ch. 54
- Rossiter v. Mellor** - - - (3 App. Cas. 1124)
See *LLOYD v. NOWELL* [1895] 2 Ch. 744
- Rothschild v. Commissioners of Inland Revenue** ([1894] 2 Q. B. 142)
Met by 57 & 58 Vict. c. 80, s. 40.
- Rouse v. Bradford Banking Co.** ([1894] 2 Ch. 32)
Affirm. by H. L. (E.) [1894] A. C. 586
- Rowley v. Unwin** - - - (2 K. & J. 138)
Considered and applied by Stirling J. in *In re MALAM. MALAM v. HITCHENS* [1894] 3 Ch. 578
- Royal British Bank v. Turquand** (6 E. & B. 327)
Followed by C. A. in *COUNTY OF GLOUCESTER BANK v. RUDRY MERTHYR COLLIERY CO.* - [1895] 1 Ch. 629
- Ruffle, Ex parte** - - - (L. R. 8 Ch. 997)
Referred to by Stirling J. in *In re CANADIAN PACIFIC COLONIZATION CORPORATION, LD.* - [1891] W. N. 122
- Russell v. Cambefort** - - - (23 Q. B. D. 526)
Explained and followed by C. A. in *WESTERN NATIONAL BANK OF NEW YORK v. PEREZ, TRIANA & CO.* [1891] 1 Q. B. 304
Order XLVIII. A. IT. 1, 3, must be read as subject to this decision, and not as intended to overrule it. *Per* Lord Coleridge C.J. and Wright J. in *GRANT v. ANDERSON & CO.* [1892] 1 Q. B. 106
The C. A. expressed no opinion on this point - - - [1892] 1 Q. B. 106
Followed by C. A. in *ST. GOBAIN, CHAUCNEY AND CIREY CO. v. HOYERMAN'S AGENCY* - [1893] 2 Q. B. 96
- Russell v. Niemann** - (17 C. B. (N.S.) 163)
Considered by C. A. in *SERRAINO & SONS v. CAMPBELL* [1891] 1 Q. B. 283
- Russell v. Town and County Bank** (13 App. Cas. 418)
Considered by H. L. (S.) in *TENNANT v. SMITH* - [1892] A. C. 150
- Ryan v. Mutual Tontine Westminster Chambers Association** - ([1892] 1 Ch. 427)
Revers. by C. A. - [1893] 1 Ch. 116
- Ryder v. Ryder** - - - (2 Sw. & Tr. 225)
Considered and disapproved by C. A. in *THOMASSET v. THOMASSET* [1894] P. 395
- Rymer, In re. Rymer v. Stanfield** ([1894] W. N. 114)
Affirm. by C. A. - [1895] 1 Ch. 19
- Sadler v. Worley** - - - ([1894] 2 Ch. 170)
Followed by Kekewich J. in *OLDREY v. UNION WORKS, LD.* - [1895] W. N. 77
Form of judgment followed by Kekewich J. in *HALIFAX AND HUDDERSFIELD UNION BANKING CO. v. RADCLIFFE, LD.* [1895] W. N. 63
- St. Albans, Wood Street (Rector and Churchwardens of), In re** (66 L. T. (N.S.) 51)
See *ATTORNEY-GENERAL v. ST. JOHN'S HOSPITAL, BATH* - [1893] 3 Ch. 161
Followed in *ST. ANDREW'S, HOVE (VICAR, &c., OF) v. MAWN* [1895] P. 233, n.
- St. Bartholomew's Hospital, Ex parte, Governors of** (L. R. 20 Eq. 369)
Partly followed by Chitty J. in *In re BISHOPSGATE FOUNDATION (No. 1)* [1894] 1 Ch. 185
- St. Botolph (Vicar, &c.) v. Parishioners of the Same** - - - ([1892] P. 161)
Not followed by Chancellor of Rochester in *In re PLUMSTEAD BURIAL GROUND* - - - [1895] P. 235
- St. Giles, Camberwell v. Crystal Palace Co.** ([1892] 2 Q. B. 33)
Followed by C. A. in *DAVIS v. GREENWICH BOARD OF WORKS* [1895] 2 Q. B. 219
- St. James and St. John, Clerkenwell (Vestry of) v. Feary** - - - (24 Q. B. D. 703)
Followed by Stirling J. in *ATTORNEY-GENERAL v. HOOVER* [1893] 3 Ch. 493
- St. John Street Wesleyan Chapel, Chester** ([1893] 2 Ch. 618)
Met by 57 & 58 Vict. c. 35.
- St. Leonard, Shoreditch, Parochial Schools, In re** (10 App. Cas. 304)
Followed by J. C. in *In re ENDOWED SCHOOLS ACT, 1869, and SWANSEA GRAMMAR SCHOOL* - [1894] A. C. 253
- St. Margaret's, Leicester, In re the Prebend of** (10 L. T. (N.S.) 221)
Followed by Kekewich J. in *In re RECTOR and CHURCHWARDENS of ST. ALBAN'S, WOOD STREET* [1891] W. N. 204
- St. Mary-at-Hill (Rector, &c., of) v. Parishioners of the Same** ([1892] P. 394)
Followed in *RECTOR, &c., of ST. MICHAEL BASSISHAW v. PARISHIONERS OF SAME* [1893] P. 233
- Sal's Application, In re** - ([1894] 3 Ch. 166)
Distinguished by Romer J. in *In re DENSHAM'S TRADE-MARK* [1895] 2 Ch. 176
- Sammens v. Bailey** - - - (24 Q. B. D. 727)
Disapproved by C. A. in *OFFENHEIM & CO. v. SHEFFIELD* - [1893] 1 Q. B. 5

- Sampson v. Davis* (14 Court Sess. Cas. 4th Series (Rettie) 113)
Dissented from by H. L. (S.) in *CLARKE v. CARFIN COAL CO.* [1891] A. C. 412
- Samuel v. Samuel* - - (12 Ch. D. 152)
Considered by Stirling J. in *In re LOFTUS-OTWAY.* OTWAY v. OTWAY
[[1895] 2 Ch. 235]
- San Paulo (Brazilian) Rlwy. Co. v. Carter*
[[1895] 1 Q. B. 580)
Affirm. by H. L. (E.)
[[1895] W. N. 181 (10)]
- Sanders v. Davis* - - (15 Q. B. D. 218)
Followed by C. A. in *GOUGH v. WOOD*
[C. A. [1894] 1 Q. B. 713]
- Sandford v. Clarke* - - (21 Q. B. D. 398)
Practically overruled by Div. Ct. in *BOWEN v. ANDERSON* [1894] 1 Q. B. 164
- Sandgate Local Board v. Keene* ([1892] 1 Q. B. 831)
Distinguished by Wright J. in *CORPORATION OF FOLKESTONE v. BROOKS*
[[1893] 1 Ch. 22, at p. 28]
- Sanguinetti v. Stuckey's Banking Co.* ([1895] 1 Ch. 176)
Approved by C. A. in *In re FARNHAM*
[[1895] 2 Ch. 799]
- Sargant v. Read* - - (1 Ch. D. 600)
Distinguished by C. A. in *CARTER v. FEY* - - [1894] 2 Ch. 541
- Saunders, In re. Ex parte Saunders* ([1895] 2 Q. B. 117)
Affirm. by C. A. - [1895] 2 Q. B. 424
- Saunders v. Vautier* - - (Cr. & Ph. 240)
Applied by Stirling J. in *HARBIN v. MASTERMAN* - [1894] 2 Ch. 184
Applied to charities by H. L. (E.) in *WHARTON v. MASTERMAN*
[[1895] A. C. 186]
- Saunders v. Wiel* (No. 1) - ([1892] 2 Q. B. 18)
Affirm. by C. A. - [1893] 2 Q. B. 321
- Saunders-Davies, In re* - (34 Ch. D. 482)
Followed by Kekewich J. in *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL*
[[1894] 1 Ch. 693]
- Savin, In re* - - (L. R. 7 Ch. 760)
Followed by Stirling J. in *In re LONDON, WINDSOR AND GREENWICH HOTELS CO. QUARTERMAINE'S CLAIM*
[[1893] 1 Ch. 639]
- Saxby v. Thomas* - - ([1891] W. N. 4)
Revers. by C. A. - [1891] W. N. 28
- Scarsdale (Lord) v. Curzon* - (1 J. & H. 40)
Considered and applied by Kekewich J. in *In re ANGERSTEIN. ANGERSTEIN v. ANGERSTEIN* - [1895] 2 Ch. 883
- Schilsby v. Westenholz* - (L. R. 6 Q. B. 161)
Explained by J. C. in *SIRBAG GURDYAL SINGH v. RAJAH OF FARIDKOTE*
[[1894] A. C. 670]
- Scholes v. Brook* - - ([1891] W. N. 16)
Affirm. by C. A. - [1891] W. N. 101
- Scholfield v. Londesborough (Earl of)* ([1894] 2 Q. B. 660)
Affirm. on different grounds by C. A.
[[1895] 1 Q. B. 536]
- Schuster v. Fletcher* - - (3 Q. B. D. 418)
Disapproved by H. L. (E.) in *ROSE v. BANK OF AUSTRALASIA*
[[1894] A. C. 687]
- "Scotia," The* - - (6 Asp. M. L. C. 541)
Distinguished by Div. Ct. in *THE "HORNET"* - [1892] P. 361
- Scotney v. Lomer* (29 Ch. D. 535; 31 Ch. D. 380)
See *In re TYSEN. KNIGHT-BRUCE v. BUTTERWORTH* - [1894] 1 Ch. 56
- Scott v. Alvarez* - - ([1895] 1 Ch. 596)
Varied by C. A. - [1895] 2 Ch. 603
- Scott v. Avery* - - (5 H. L. C. 811)
Followed by H. L. (S.) in *CALEDONIAN INSURANCE CO. v. GILMOUR*
[[1893] A. C. 85]
- Scott v. Buckley* - - (16 L. T. (N.S.) 573)
Questioned by C. A. in *LONG v. CLARKE*
[[1894] 1 Q. B. 119]
- Scott v. Legg* - - (10 Q. B. D. 236)
See 57 & 58 Vict. c. cxxiii. s. 75.
- Scott v. Morley* - - (20 Q. B. D. 120)
See *In re HANNAH LYNES. Ex parte LISTER & CO.* C. A. [1893] 2 Q. B. 113
- Scott v. Nesbitt* - - (14 Ves. 438)
Considered by Kekewich J. in *SECURITIES PROPERTIES INVESTMENT CORPORATION v. BRIGHTON ALHAMBRA*
[[1893] W. N. 15]
- Scrutton v. Childs* - (3 Asp. Mar. L. C. 373)
Distinguished by Div. Ct. in *THE "NIFA"* - [1893] P. 411
- Seaton v. Seaton* - - (13 App. Cas. 61)
Explained by Stirling J. in *GREENHILL v. NORTH BRITISH AND MERCANTILE INSURANCE CO.* - [1893] 3 Ch. 474
Followed by North J. in *HARLE v. JARMAN* - [1895] 2 Ch. 419
- Self v. Hove Commissioners* ([1895] 1 Q. B. 685)
Discussed by Div. Ct. in *HAIR v. HILL*
[[1895] 1 Q. B. 906]
- Selous v. Croydon Rural Sanitary Authority*
(53 L. T. (N.S.) 209)
See *HUDSON v. WALKER*
[[1894] W. N. 180]
- Selwin v. Brown* - - (3 Bro. P. C. 607)
Distinguished by Stirling J. in *In re APPLEBEE. LEVESON v. BEALES*
[[1891] 3 Ch. 422]
- Semayne's Case* - (5 Co. 91, and notes thereon; 1 Smith's L. C. 7th ed. p. 123)
Extended by Bowen L. J. in *AMERICAN CONCENTRATED MEAT CO. v. HENDRY*
[[1893] W. N. 67]
This case affirm. by C. A.
[[1893] W. N. 82]
- Serraino & Sons v. Campbell* - (25 Q. B. D. 501)
Affirm. by C. A. - [1891] 1 Q. B. 283
- Seyton, In re* - - (34 Ch. D. 511)
Followed by Chitty J. in *In re DAVIES' POLICY TRUSTS* - [1892] 1 Ch. 90

- Sharpe v. Wakefield* - - (22 Q. B. D. 239)
Affirm. by H. L. (E.) [1891] A. C. 173
- Shaw v. Reckitt* - - ([1893] 1 Q. B. 779)
Held by C. A. that no appeal lay
[1893] 2 Q. B. 59
- Shaw v. Shaw* - - (2 S. & T. 517)
Followed by North J. in *BROMILOW v. PHILLIPS* - - [1891] W. N. 209
- Sheffield (Earl of) v. London Joint Stock Bank*
(13 App. Cas. 333)
Distinguished by H. L. (E.) in *LONDON JOINT STOCK BANK v. SIMMONS*
[1892] A. C. 201
- Shepard v. Jones* - - (21 Ch. D. 469)
Approved by J. C. in *HENDERSON v. ASTWOOD* - - [1894] A. C. 150
- Shepherd, In re* - - (43 Ch. D. 131)
See *In re CAVE. MAINLAND v. CAVE*
[1892] W. N. 142
- Shepherd v. Keasley* - - (1 C. M. & R. 117)
Referred to by North J. in *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* - [1895] 1 Ch. 190
- Shepherdson v. Dale* - (12 Jur. (N.S.) 156)
Disapproved by North J. in *In re YATES. BOSTOCK v. D'EYNCOURT*
[1891] 3 Ch. 53
- Shirley, In re* - - (58 L. T. (N.S.) 237)
Dictum of Cave J. disapproved of by C. A. in *In re BOYD. Ex parte McDERMOTT* - [1896] 1 Q. B. 611
- Shirley v. Ferrers (Earl)* - - (1 Ph. 167)
Considered by Stirling J. in *In re De HOUGHTON. DE HOUGHTON v. DE HOUGHTON*
[1896] 2 Ch. 517
- Shrapnel v. Laing* - - (20 Q. B. D. 334)
Followed by C. A. in *FINSKA ANG-FARTYGS AKTIEBOLAGET v. BROWN, TOO-GOOD & Co.* - [1891] W. N. 116
- Sidney v. Sidney* - - (17 L. T. (N.S.) 9)
Followed by Barnes J. in *NEWTON v. NEWTON* - [1895] W. N. 152 (6)
- Silver Valley Mines, In re* - (18 Ch. D. 472)
Semble, overruled by 53 & 54 Vict. c. 63
(Companies (Winding-up), s. 1 (4) in
In re NEW TERRAS TIN MINING CO.
[V. Williams J. 1894] 2 Ch. 344
- Simes, In re* (38 W. R. 570; 62 L. T. (N.S.) 721)
Not followed by Chitty J. in *In re EDYE*
(A SOLICITOR) - [1891] W. N. 1
- Simmonds, Ex parte* - - (16 Q. B. D. 308)
Referred to by Kekewich J. in *In re THE OPERA, LD.* - [1891] 2 Ch. 154
This last case was reversed by C. A.
[1891] 3 Ch. 260
- Simmons v. London Joint Stock Bank* ([1891] 1 Ch. 270)
Reversed by H. L. (E.) [1892] A. C. 201
Judgment of H. L. (E.) followed by North J. in *BENTINCK v. LONDON JOINT STOCK BANK* - [1893] 2 Ch. 120
- Simpson v. Fogo* - - (1 Hem. & M. 195)
Explained by Lindley L.J. in *In re QUEENSLAND MERCANTILE AND AGENCY CO. Ex parte AUSTRALASIAN INVESTMENT CO. Ex parte UNION BANK OF AUSTRALIA* (No. 1) - [1892] 1 Ch. 219
- Sinclair, In re. Ex parte Payne* (15 Q. B. D. 616)
Distinguished by C. A. in *In re POLLITT. Ex parte MINOR* - [1893] 1 Q. B. 455,
[at p. 458]
- Skeats' Settlement, In re* - (42 Ch. D. 522)
Followed by Kekewich J. in *In re NEWEN. NEWEN v. BARNES*
[1894] 2 Ch. 297
And by L.J.J. in *In re SHORTBRIDGE*
[1895] 1 Ch. 278
- Skinner's Trusts, In re* - (1 J. & H. 102)
Applied and followed by Stirling J. in
In re JOHNSTON. MILLS v. JOHNSTON
[1894] 3 Ch. 204
- Skinners' Co. v. Knight* ([1891] 2 Q. B. 542;
60 L. J. (Q.B.) 629; 65 L. T. 240;
40 W. R. 57)
Overruled by 55 & 56 Vict. c. 13, s. 2 (1).
- Slevin, In re. Slevin v. Hepburn* ([1891] 1 Ch. 373)
Reversed by C. A. - [1891] 2 Ch. 236
- Slim v. Croucher* - - (1 D. F. & J. 518)
Disapproved by C. A. in *Low v. BOUVIERIE*
[1891] 3 Ch. 82
- Small v. National Provincial Bank of England*
([1894] 1 Ch. 686)
Distinguished by Kekewich J. in *In re BROOKE. BROOKE v. BROOKE* (No. 2)
[1894] 2 Ch. 600
- Smith, Ex parte* - - (3 Q. B. D. 374)
Commented on by H. L. (E.) in *Ex parte GORMAN* - [1894] A. C. 23
- Smith v. Hancock* - - ([1894] 1 Ch. 209)
Affirm. by C. A. - [1894] 2 Ch. 377
- Smith v. Houblon* - - (26 Beav. 482)
Followed by C. A. in *In re RADCLIFFE. RADCLIFFE v. BEWES* [1892] 1 Ch. 227
- Smith v. Lakeman* - - (2 Jur. (N.S.) 1202)
Followed by North J. in *BROMILOW v. PHILLIPS* - [1891] W. N. 209
- Smith v. Legg* - - ([1893] 1 Q. B. 398)
Followed by Div. Ct. in *WALLEN v. LISTER* - [1894] 1 Q. B. 312, at p. 317
And see 57 & 58 Vict. c. 213, s. 152.
- Smith v. Reed* - - (W. N. (1883) 196)
Followed by Stirling J. in *LIVERPOOL AND MANCHESTER AERATED BREAD AND CAFÉ CO. v. FIRTH* [1891] 1 Ch. 367
- Smith v. Robinson* - - (13 Ch. D. 148)
Referred to by North J. in *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* - [1895] 1 Ch. 190
- Smith v. Salzmann* - - (9 Ex. 535)
Applied by C. A. in *In re McHENRY. McDERMOTT v. BOYD. LEVITA'S CLAIM*
[1894] 3 Ch. 365

- Smith v. Smith* - - - (2 Cr. & M. 231)
Referred to by Stirling J. in *In re*
WYATT. WHITE v. ELLIS
[[1892] 1 Ch. 188
This case affirm. by H. L. (E.)
[[1892] A. C. 369
- Smith v. Stokes* (4 B. & S. 84; 32 L. J. (M.C.) 199)
See now Locomotive Threshing Engines
Act, 1894 (57 & 58 Vict. c. 37).
- Smith v. Thackerah* - (L. R. 1 C. P. 564)
Considered by Div. Ct. in ATTORNEY-
GENERAL v. CONDUIT COLLIERY CO.
[[1895] 1 Q. B. 301
- Smith, Hill & Co. v. Pyman, Bell & Co.* ([1891]
1 Q. B. 742)
Distinguished by Kay L.J. in ORIENTAL
STEAMSHIP CO. v. TYLOR
[C. A. [1893] 2 Q. B. 518, at p. 528
- Smith and Service v. Rosario Nitrate Co.* ([1893]
2 Q. B. 323)
Affirm. by C. A. - [1893] 1 Q. B. 174
- Smurthwaite v. Hannay* - ([1894] A. C. 494)
Followed by J. C. in PENINSULAR AND
ORIENTAL STEAM NAVIGATION CO. v.
TSUNE KIJIMA - [1895] A. C. 661
- Sneath v. Valley Gold, Limited* ([1893] 1 Ch. 477)
Applied by Romer J. in MERCANTILE
INVESTMENT AND GENERAL TRUST CO. v.
RIVER PLATE TRUST, LOAN, AND AGENCY
CO. (No. 2) [1894] 1 Ch. 578, at p. 596
- Snell, In re* - - - (6 Ch. D. 105)
Distinguished by Kekewich J. in BRUN-
TON v. ELECTRICAL ENGINEERING COR-
PORATION - [1892] 1 Ch. 434
Followed by Kekewich J. in *In re*
LAWRANCE. BOWKER v. AUSTIN
[[1894] 1 Ch. 556
- Snow v. Hill* - - - (14 Q. B. D. 588)
Distinguished by Div. Ct. in HORNSBY
v. RAGGETT - [1892] 1 Q. B. 20
- Société Anonyme des Verreries de l'Etoile, In re*
Trade-mark of (No. 2) ([1894] 1 Ch. 61)
Affirm. by C. A. - [1894] 2 Ch. 26
- Solicitor, In re A* - - - (14 Ch. D. 152)
Distinguished by North J. in *In re*
DANCE - [1895] W. N. 127 (10)
- Somerset v. Hart* - - - (12 Q. B. D. 360)
Approved and followed by Div. Ct. in
SOMERSET v. WADE [1894] 1 Q. B. 574
- Somerset v. Land Securities Co.* ([1894] W. N.
129)
Revers. by C. A. - [1894] 3 Ch. 464
- Sons of the Clergy (Corporation of) v. Sutton* (27
Beav. 651)
Followed by North J. in SONS OF THE
CLERGY (CORPORATION OF) v. SKINNER
[[1893] 1 Ch. 178
- South London Fish Market, In re* (39 Ch. D. 324)
Followed by Stirling J. in *In re* BOW-
LING AND WELBY - [1895] 1 Ch. 663
- Southport (Corporation) v. Ormskirk Assessment*
Committee ([1893] 2 Q. B. 468)
Affirm. by C. A. - [1894] 1 Q. B. 196
- Southwark and Vauxhall Water Co. v. Quick*
(3 Q. B. D. 315)
Followed by Stirling J., in LEAROYD v.
HALIFAX JOINT STOCK BANKING CO.
[[1893] 1 Ch. 686
- Sovereign Life Assurance Co. v. Dodd* ([1892]
1 Q. B. 405)
Affirm. by C. A. - [1892] 2 Q. B. 573
- Spackman, In re* - - - (24 Q. B. D. 728)
Observed on by C. A. in *In re* HUGHES.
Ex parte HUGHES - [1893] 1 Q. B. 595
- Spargo's Case* - - - (L. R. 8 Ch. 407)
Doubted by C. A. in *In re* JOHANNES-
BURG HOTEL CO. Ex parte ZOUTPANS-
BERG PROSPECTING CO.
[[1891] 1 Ch. 119
- Spence v. Spence* - - - (12 C. B. (N.S.) 199)
Considered and applied by Chitty J. in
In re BROOKE. BROOKE v. BROOKE
(No. 1) - [1894] 1 Ch. 43
- Spencer's Trade-marks, In re* (3 Rep. Pat. Cas. 73)
Discussed by C. A. in RICHARDS v.
BUTCHER - [1891] 2 Ch. 522
- Spooner's Trust, In re* - (2 Sim. (N.S.) 129)
Followed by Stirling J., in *In re* ELEN.
THOMAS v. McKECKINE [1893] W. N. 90
- Stables v. Eley* - - - (1 C. & P. 614)
As reported, disapproved of by C. A. in
SMITH v. BAILEY - [1891] 2 Q. B. 403
- Staffordshire Gas and Coke Co., In re* ([1893]
3 Ch. 523)
Overruled by C. A. in *In re* R. BOLTON
& CO. SALISBURY-JONES AND DALE'S
CASE (No. 2) - [1895] 1 Ch. 333
- Staley v. Overseers of Castleton* (5 B. & S. 505)
Distinguished by C. A. in HOYLE &
JACKSON v. OLDHAM (OVERSEERS, &c.)
[C. A. [1894] 2 Q. B. 372
- Standard Manufacturing Co., In re* ([1891]
1 Ch. 627, at pp. 640-1)
Referred to by C. A. in *In re* OPERA, LD.
[[1891] 3 Ch. 260
Referred to by Kekewich J. in TAUN-
TON v. WARWICKSHIRE (SHERIFF)
[[1895] 1 Ch. 734
This case affirm. by C. A.
[[1895] 2 Ch. 319
Distinguished by Romer J. in ROBSON v.
SMITH - [1895] 2 Ch. 118
- Standley's Estate, In re* - (L. R. 5 Eq. 303)
Not followed by Stirling J. in *In re*
DEAKIN. STARKEY v. EYRES
[[1894] 3 Ch. 565
- Stanier v. Evans* - - - (34 Ch. D. 470)
Considered by C. A. in PRESTON BANK-
ING CO. v. ALLSUP & SONS
[[1895] 1 Ch. 141
- Stanley v. Stanley* - - - (2 J. & H. 491)
Commented on by C. A. in *In re* SEAL.
SEAL v. TAYLOR - [1894] 1 Ch. 316
- Star Newspaper Co. v. O'Connor* ([1893] W. N.
114)
Compromised on appeal to C. A.
[[1893] W. N. 122
m 2

- Stearns v. Corporation of Berwick* (1 Q. B. 154)
Followed by Div. Ct. in *HENNELL v. DAVIES* - - [1893] 1 Q. B. 367
- Steel & Craig v. State Line Steamship Co.*
(3 App. Cas. 72)
Followed by H. L. (S.) in *GILROY, SONS & Co. v. PRICE & Co.* [1893] A. C. 56
- Steers v. Rogers* - - ([1892] 2 Ch. 13)
Affirmed by H. L. (E.) [1893] A. C. 232
- Stephens, Smith & Co., and Liverpool, London and Globe Insurance Co., In re* (36 Sol. J. 464)
Distinguished by Div. Ct. in *PREBBLE AND ROBINSON, In re* [1892] 2 Q. B. 602
- Stewart, In re* - - (41 Ch. D. 494)
Discussed and distinguished by Chitty J. in *In re EARNSHAW-WALL* [1894] 3 Ch. 156
- Stewart v. Gladstone* - - (10 Ch. D. 626)
Followed by North J. in *HUNTER v. DOWLING* (No. 2) - [1895] 2 Ch. 223
- Stewart v. Jones* - - (3 De G. & J. 532)
Distinguished by Chitty J. in *In re PINHORNE. MORETON v. HUGHES* [1894] 2 Ch. 276
- Stogdon, In re* - - (56 L. J. (Ch.) 420)
Considered and explained by Stirling J. in *HITCHCOCK v. STRETTON* [1892] 2 Ch. 343
- Stogdon v. Lee* - - ([1891] 1 Q. B. 661)
Overruled by the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63), s. 1 (a).
- Stokes, Ex parte* - - (De G. 618)
Followed by C. A. in *In re PARKER. MORGAN v. HILL* - [1894] 3 Ch. 400
- Stokes, In re* - - (67 L. T. (N.S.) 223)
Followed by Chitty J. in *In re SALT. BROTHWOOD v. KEELING* [1895] 2 Ch. 203
- Stoneley's Will, In re* - - (27 Sol. J. 554)
See *In re NICHOLAS AND SETTLED LAND ACT, 1882* - - [1894] W. N. 166
- Stonor v. Fovle* - - (13 App. Cas. 20)
See *In re WATSON. Ex parte JOHNSTON* [1893] 1 Q. B. 21
- Story v. Story* - - (12 P. D. 196)
Approved in *BERNSTEIN v. BERNSTEIN* [C. A. [1893] P. 292]
- Strafford (Earl) and Maples' Contract, In re* ([1895] W. N. 147 (10))
Revers. by C. A. [1895] W. N. 161 (11)
- Stratheden and Campbell, In re Lord* ([1894] 3 Ch. 265)
Referred to by Kekewich J. in *In re NOTTAGE. JONES v. PALMER* (No. 1) [1895] 2 Ch. 649
- Street v. Gover* - - (2 Q. B. D. 498)
Followed by C. A. in *ALCOY v. GREENHILL* - - [1895] W. N. 160 (3)
- Stribling v. Halse* - - (16 Q. B. D. 246)
Commented on by Div. Ct. in *BARNETT v. HICKMATT* - [1895] 1 Q. B. 691
- Strong v. Bird* - - (L. R. 18 Eq. 315)
Referred to by Stirling J. in *In re APPLEBEE. LEVESON v. BEALES* [1891] 3 Ch. 422
Distinguished by North J. in *In re HYSLOP. HYSLOP v. CHAMBERLAIN* [1894] 3 Ch. 522
- Strong v. Carlyle Press* - - ([1893] 1 Ch. 268)
Referred to by V. Williams J. in *BRITISH LINEN CO. v. SOUTH AMERICAN AND MEXICAN CO.* - [1894] 1 Ch. 108
- Strong v. Stringer* - - (61 L. T. 470)
See 55 & 56 Vict. c. 13, s. 5
- Stroud v. Wandsworth District Board* ([1894] 1 Q. B. 64)
Affirm. by C. A. - [1894] 2 Q. B. 1
- Stuart v. Diplock* - - (43 Ch. D. 343)
Distinguished by C. A. in *FITZ v. ILES* [1893] 1 Ch. 77
- Stuart v. Jackson* (17 Court Sess. Cas. 4th Series (R.) 85)
Distinguished by H. L. (S.) in *JOHNSTONE v. DUKE OF BUCCLEUCH* [1892] A. C. 625
- Stubbs (Joshua), Ltd., In re* ([1891] 1 Ch. 187)
Affirm. by C. A. - [1891] 1 Ch. 475
See *BRITISH LINEN CO. v. SOUTH AMERICAN AND MEXICAN CO.* [1894] 1 Ch. 108
- Studholme v. Mandell* - - (1 Ld. Raym. 279)
Followed by Stirling J. in *MOLLQUHAM v. TAYLOR* - - [1895] 1 Ch. 53
- Suggitt's Trusts* - - (L. R. 3 Ch. 215)
Followed by Kekewich J. in *ROBERTS v. COOPER* - - [1891] 2 Ch. 336
- Summers v. Holborn District Board of Works* ([1893] 1 Q. B. 612)
Considered by C. A. in *KEEP v. ST. MARY NEWINGTON VESTRY. AUSTIN v. ST. MARY NEWINGTON VESTRY* [1894] 2 Q. B. 524
- Sutherland (Duke of) v. Heathcote* ([1891] 3 Ch. 504)
Affirm. by C. A. - [1892] 1 Ch. 475
- Sucain v. Ayres* - - (21 Q. B. D. 289)
Overruled by 55 & 56 Vict. c. 13, s. 5.
- Swan v. Mellen* - - ([1892] W. N. 106)
Revers. by C. A. - [1892] W. N. 126
- Swift v. Swift* - - ([1891] P. 129)
Explained by C. A. in *MICHELL v. MICHELL* (No. 1) - [1891] P. 208
- Swire v. Redman* - - (1 Q. B. D. 536)
Not followed by C. A. (A. L. Smith I. J. dissent.) in *ROUSE v. BRADFORD BANKING CO.* - [1894] 2 Ch. 32
This case affirm. by H. L. (E.) [1894] A. C. 586
- Sword v. Cameron* (1 Sc. Sess. Cas., 2nd Series, 493)
Approved by H. L. (E.) in *SMITH v. BAKER & SONS* - [1891] A. C. 325
- Sykes v. Sykes* - - (L. R. 3 Ch. 301)
Followed by Kekewich J. in *In re HODGKINSON. HANCOCK v. MELLOR* [1893] W. N. 9

- Tabernacle Permanent Building Society v. Knight* ([1891] 2 Q. B. 63)
 Affirmed by H. H. (E.) [1892] A. C. 298
- Taff Vale Railway Co. v. Davis & Sons, Ltd.* ([1894] 1 Q. B. 43)
 Revers. by H. L. (E.) [1895] A. C. 542
- Talbott, In re* - - - (39 Ch. D. 567)
 Not followed by Stirling J. in *In re LONDON, WINDSOR, AND GREENWICH HOTELS CO. QUARTERMAINE'S CLAIM* [1892] 1 Ch. 639
- Tanner, Ex parte* - - - (20 Beav. 374)
 Followed by North J. in *In re ATKINSON. WILSON v. ATKINSON* [1892] 3 Ch. 52
- Tanqueray-Willauze and Landau* (20 Ch. D. 456).
 Considered by Stirling J. in *In re VENN AND FURZE* - [1894] 2 Ch. 101
- Tapley v. Eagleton* - - - (12 Ch. D. 683)
 Distinguished by Romer J. in *ASTEN v. ASTEN* - - - [1894] 3 Ch. 260
- "Tasmania," The* - - - (15 App. Cas. 223)
 Followed by J. C. in *THE OWNERS OF SS. "PLEIADES" v. PAGE AND OWNERS OF SS. "JANE."* - [1891] A. C. 259
- Tassel v. Hallen* - - - [1892] 1 Q. B. 321
 Held not to affect *Yorkshire Tannery v. Eglinton Chemical Co.* (54 L. J. (Ch.) 81) by Kekewich J. in *COLLINS v. NORTH BRITISH AND MERCANTILE INSURANCE CO.* - - - [1894] 3 Ch. 228
- Tattersall v. Groots* - - - (2 Bos. & P. 131)
 Explained and distinguished by Stirling J. in *BELFIELD v. BOURNE* [1894] 1 Ch. 631
- Taunton v. Warwickshire (Sheriff)* ([1895] 1 Ch. 734)
 Affirm. by C. A. - [1895] 2 Ch. 319
- Taylor, In re. Turpin v. Pain* (44 Ch. D. 128)
 See *In re FITTON. HARDY v. FITTON* [1893] W. N. 201
- Taylor v. Budden* - - - (4 Q. B. D. 85)
 Followed by C. A. in *BUDDEN v. WILKINSON* - - - [1893] 2 Q. B. 432
- Taylor v. Kymer* - - - (8 B. & Ad. 320)
 Distinguished by Bruce J. in *SHENSTONE & Co. v. HILTON* - [1894] 2 Q. B. 452
- Taylor v. Manchester, Sheffield and Lincolnshire Railway* - ([1895] 1 Q. B. 134)
 Explained by C. A. in *KELLY v. METROPOLITAN RAILWAY* - [1895] 1 Q. B. 944
- Taylor v. Meltham Local Board* (47 L. J. (C.P.) 12)
 Overruled by C. A. in *GRAHAM v. CORPORATION OF NEWCASTLE-UPON-TYNE* [1893] 1 Q. B. 643
- Taylor v. Roe* - - - (68 L. T. (N.S.) 213)
 Discussed by C. A. in *RENDELL v. GRUNDY* - - - [1896] 1 Q. B. 16
- Taylor v. Russell* - - - ([1891] 1 Ch. 8)
 Affirmed by H. L. (E.) [1892] A. C. 244
- Taylor v. Taylor* - - - (L. R. 17 Eq. 324)
 Considered and not followed by North J. in *In re TUCKER (No. 1)* [1893] 2 Ch. 323
- Taylor, Stileman & Underwood, In re* ([1891] 1 Ch. 590)
 Followed by C. A. in *BISSILL v. BRADFORD AND DISTRICT TRAMWAY CO.* [1893] W. N. 44
- Teasdale v. Saunderson* - - - (33 Beav. 534)
 Explained by North J. in *In re JONES. FARRINGTON v. FORRESTER* [1893] 2 Ch. 461
- Teasdale's Case* - - - (L. R. 9 Ch. 54)
 This decision has not been overruled by *Trevor v. Whitworth* (12 App. Cas. 409).
 Per Stirling J. in *EICHBAUM v. CITY OF CHICAGO GRAIN ELEVATORS, LD.* [1891] 3 Ch. 459
- Temperton v. Russell* - - ([1893] 1 Q. B. 715)
 Applied by C. A. in *FLOOD v. JACKSON* [1895] 2 Q. B. 21
- Tempest v. Lord Camoys* (21 Ch. D. 571, 576, n.)
 Discussed and explained by Chitty J. in *In re BRYANT. BRYANT v. HICKLEY* [1894] 1 Ch. 324
- Tenant v. Ellis* - - - (6 Q. B. D. 46)
 Approved by C. A. in *ROCKETT v. CLIPPINGDALE* - [1891] 2 Q. B. 293
- Tendring Union (Guardians of) v. Downton* (45 Ch. D. 583)
 Revers. by C. A. - [1891] 3 Ch. 265
- Tennant, In re* - - - (40 Ch. D. 594)
 Approved by C. A. in *In re MUNDY'S SETTLED ESTATES* - [1891] 1 Ch. 399
- Telbury (Vicar of) v. Churchwardens, &c., of Telbury* ([1892] P. 271, n.)
 Referred to by Arches Court in *NICKALLS v. BRISBOE* - - [1892] P. 269
- Tharsis Sulphur and Copper Co. v. Morel Brothers & Co.* ([1891] 2 Q. B. 647).
 Followed by C. A. in *GOOD & Co. v. ISAACS & SONS* - [1892] 2 Q. B. 555
- Thellusson v. Woodford* - - (11 Ves. 112)
 Dictum of Lord Eldon at p. 149 followed by C. A. in *In re BURROWS. CLEGHORN v. BURROWS* - - [1895] 2 Ch. 497
- Thomas v. Cook* - - - (2 B. & Al. 119)
 Explained by Chitty J. in *WALLIS v. HANDS* - - - [1893] 2 Ch. 75
- Thomas v. Cook* - - - (8 B. & C. 728)
 Approved and followed by C. A. in *GUILD & Co. v. CONRAD* [1894] 2 Q. B. 885
- Thomas v. Kelly* - - - (13 App. Cas. 506)
 Distinguished by C. A. in *SEED v. BRADLEY* - [1894] 1 Q. B. 319, at pp. 322, 325
- Thomas v. Quartermaine* - (18 Q. B. D. 685)
 Commented on by H. L. (E.) in *SMITH v. BAKER AND SONS* - [1891] A. C. 325
- Thompson, Ex parte* - - - (6 Q. B. 721)
 Followed by Div. Ct. in *REG. v. MAYOR AND JUSTICES OF BODMIN* [1892] 2 Q. B. 21
- Thompson, In re* - - - ([1894] 1 Q. B. 462)
 Followed by Stirling J. in *In re JONES* [1896] 2 Ch. 719
- Thompson v. Hill* - - - (L. R. 5 C. P. 564)
 Met by 57 & 58 Vict. c. cccxiii. s. 90 (2).

- Thompson v. Montgomery* (41 Ch. D. 35; [1891] A. O. 217)
See *In re PAINE & Co.'s TRADE-MARKS* [1893] 2 Ch. 567
- Thompson v. Rourke* (No. 2) - ([1893] P. 11)
Affirm. by C. A. - [1893] P. 70
- Thorne v. Heard* - ([1894] 3 Ch. 530)
Affirm. by C. A. - [1894] 1 Ch. 599
Affirm. by H. L. (E.) [1895] A. C. 495
- Thorpe v. Brunfitt* - (L. R. 8 Ch. 650, 656)
Dictum of James L.J. approved and followed by C. A. in *LAMBERTON v. MEL- LISH. LAMBERTON v. COX* [1894] 3 Ch. 163
Considered by C. A. in *SADLER v. GREAT WESTERN RLWY. CO.* [1895] 2 Q. B. 688
- Thursby v. Briercliffe-with-Extwistle* (Church- wardens) ([1894] 1 Q. B. 567)
Affirm. by C. A. [1894] 2 Q. B. 11
Affirm. by H. L. (E.) [1895] A. C. 32
- Thurso New Gas Co., In re* - (42 Ch. D. 486)
Followed by Stirling J. in *In re SNYDER DYNAMITE PROJECTILE CO. PECK v. SNYDER DYNAMITE PROJECTILE CO.* [1893] W. N. 37
- Tidswell, Ex parte* - (35 W. R. 669)
Followed by Stirling J. in *MACKINTOSH v. POGOSE* - [1895] 1 Ch. 505
- Tithe Act, 1891, In re. Roberts v. Potts* ([1893] 2 Q. B. 33)
Affirm. by C. A. sub nom. *In re TITHE ACT, 1891. JONES v. POTTS* [1894] 1 Q. B. 213
- Tod & Son v. Merchant Banking Co.* (10 Ct. Sess. Cas. 4th S. (Bettie) 1009)
Distinguished by H. L. (S.) in *NORTH WESTERN BANK v. JOHN POYNTER, SON & MACDONALDS* - [1895] A. C. 56
- Toke v. Andrews* - (7 Q. B. D. 428)
Distinguished by C. A. in *ALCOY v. GREENHILL* - [1895] W. N. 150 (3)
- Tomkinson v. Balkis Consolidated Co.* ([1891] 2 Q. B. 614)
Affirm. by H. L. (E.) [1893] A. C. 396
- Tompson v. Dashwood* - (11 Q. B. D. 431)
Disapproved of by C. A. in *HEBDITCH v. MOLLWAINE* - [1894] 2 Q. B. 54
- Topping, Ex parte* - (4 D. J. & S. 551)
Referred to by V. Williams J. in *In re HEAD. Ex parte HEAD* [1894] 1 Q. B. 638
- Tosh v. North British Building Society* (11 App. Cas. 489)
See 57 & 58 Vict. c. 47, s. 10.
- Toulmin v. Steere* - (3 Mer. 210)
Distinguished and commented on by H. L. (E.) in *THORNE v. CANN* [1895] A. C. 11
- Travers v. Blundell* - (6 Ch. D. 436)
Distinguished by C. A. in *In re SEAL. SEAL v. TAYLOR* - [1894] 1 Ch. 316
- Travis v. Utley* - ([1894] 1 Q. B. 233)
Distinguished by Div. Ct. in *SELF v. HOVE COMMISSIONERS* [1895] 1 Q. B. 685
- Tredwell, In re* - ([1891] 2 Ch. 640)
Distinguished in *In re AKEROYD'S SET- TLEMENT. ROBERTS v. AKEROYD* [C. A. [1893] 3 Ch. 393
- Trego v. Hunt* - ([1895] 1 Ch. 462)
Revers. by H. L. (E.) [1895] W. N. 153 (8)
- Tress v. Tress* - (12 P. D. 128)
Followed by Jeune Pres. in *BEAUCLEERK v. BEAUCLEERK* (No. 2) [1895] P. 220
- Trevor v. Whitworth* - (12 App. Cas. 409)
This case does not overrule *Teasdale's Case* (L. R. 9 Ch. 54): per Stirling J. in *EICHRAUM v. CITY OF CHICAGO GRAIN ELEVATORS, LD.* - [1891] 3 Ch. 459
Observed on by C. A. in *In re DENVER HOTEL CO.* - [1893] 1 Ch. 495
Observation of Lord Herschell explained by V. Williams J. in *In re BOROUGH COMMERCIAL AND BUILDING SOCIETY* [1893] 2 Ch. 242
This case affirm. by C. A. [1894] 1 Ch. 289
- Trollope v. London Building Trades Federation* ([1895] W. N. 29)
Affirm. by C. A. - [1895] W. N. 45
- Trower v. Butts* - (1 S. & S. 181)
Followed by Chitty J. in *In re HALLETT* [1892] W. N. 148
- Truman v. London, Brighton and South Coast Railway* (11 App. Cas. 45, 51, 53)
Referred to by Kekewich J. in *RAPIER v. LONDON TRAMWAYS CO.* [1893] 1 Ch. 588
- Truman & Co. v. Redgrave* - (18 Ch. D. 547)
Explained by C. A. in *WHITLEY v. CHALLIS* - [1892] 1 Ch. 64
- Trust and Investment Corporation of South Africa, In re* ([1892] 3 Ch. 332)
Explained by V. Williams J. in *In re LAXON & Co.* (No. 3) [1893] 1 Ch. 310
Discussed by C. A. in *In re GENERAL PHOSPHATE CORPORATION* [1894] 1 Ch. 3
- Trustees, Executors, and Agency Co. v. Short* (13 App. Cas. 793)
Distinguished by C. A. in *WILLIS v. EARL HOWE* - [1893] 2 Ch. 545
- Tuck v. Southern Counties Deposit Bank* (42 Ch. D. 471)
Distinguished by C. A. in *THOMAS v. SEARLES* - [1891] 2 Q. B. 406
- Tucker, In re. Tucker v. Tucker* (No. 2) ([1894] 1 Ch. 724)
Affirm. in part by C. A. [1894] 3 Ch. 429
- Turnbull v. Janson* - (3 C. P. D. 264)
Referred by North J. in *EAST STONE- HOUSE LOCAL BOARD v. VICTORIA BREWERY CO.* - [1895] 2 Ch. 514
- Turner v. Mersey Dock and Harbour Board. The "Zeta"* ([1891] P. 216).
Revers. by C. A. - [1892] P. 285
C. A. revers. and decision of Butt Pres. restored by H. L. (E.) [1893] A. C. 468

- Turner v. Mullineux* - - - (1 J. & H. 334)
Applied and followed by C. A. in *In re*
BUCKLE. WILLIAMS v. MARSON
[[1894] 1 Ch. 286
- Turner v. Newport* - - - (2 Ph. 14)
Followed with a variation by Kekewich
J. in *In re* CLEVELAND'S (DUKE OF)
ESTATES. HAY v. WOLMER
[[1895] 2 Ch. 542
- Turton v. Turton* - - - (42 Ch. D. 128)
Approved and followed by C. A. in
REDDAWAY v. BANHAM
[[1895] 1 Q. B. 286
Discussed by Stirling J. in SAUNDERS
v. SUN LIFE ASSURANCE CO. OF CANADA
[[1894] 1 Ch. 537
- Tuthor v. Caralampi* - - - (21 Q. B. D. 414)
Distinguished by Div. Ct. in GERRARD
v. CLOWES - - - [[1892] 2 Q. B. 11
- Tweedale v. Tweedale* - - - (23 Beav. 341)
Followed by C. A. in PLEDGE v. CARR
[[1895] 1 Ch. 51
- Tyler, In re* - - - (([1891] 3 Ch. 252)
Distinguished by Stirling J. in *In re*
BOWEN. LLOYD PHILLIPS v. DAVIS
[[1893] 2 Ch. 491
- Tyrrell v. Painton* - - - ([1895] 1 Q. B. 202)
Followed by Chitty J. in *In re* JONES
AND JUDGMENTS ACT, 1864
[[1895] W. N. 123 (10)
- "Umbello," *The* - - - ([1891] P. 118)
Distinguished by Bruce J. in *THE*
"PILGRIM" - - - [[1895] P. 117
- Union Plate Glass Co.* - - - (42 Ch. D. 513)
Not followed by Kekewich J. in *In re*
AGRICULTURAL HOTEL CO.
[[1891] 1 Ch. 396
- United Kingdom Mutual Assurance Co. v. Nevill*
(19 Q. B. D. 110)
Followed by Wright J. in MONTGOMERIE
v. UNITED KINGDOM MUTUAL STEAM-
SHIP ASSURANCE ASSOCIATION, LD.
[[1891] 1 Q. B. 370
- Upman v. Forester* - - - (24 Ch. D. 231)
Distinguished by Stirling J. in *THE*
AMERICAN TOBACCO CO. v. GUEST
[[1892] 1 Ch. 630
- Upton v. Brown* - - - (12 Ch. D. 872)
Followed by Chitty J. in STODDART v.
SAVILLE - - - [[1894] 1 Ch. 480
- Upton v. Hardman* - - - (Ir. R. 9 Eq. 157)
Followed by Kekewich J. in *In re*
EDWARDS. EDWARDS v. EDWARDS
[[1894] 3 Ch. 644
- Vagliano Brothers v. Bank of England* (22
Q. B. D. 103; C. A. 23 Q. B. D. 243)
Revers. by H. L. (E.) [[1891] A. C. 107
- Vanderhaege, In re. Ex parte Izard* (20 Q. B. D.
146)
Discussed by C. A. in *In re* SEMENZA.
Ex parte PAGET C. A. [[1894] 1 Q. B. 15
- Van Duzer's Trade-mark, In re* (34 Ch. D. 623)
Referred to by Chitty J. in HODGSON v.
SINCLAIR. *In re* HODGSON & SIMPSON'S
TRADE-MARK - - - [[1891] W. N. 176
Followed in *In re* PAYNE & CO.'S TRADE-
MARK - - - [[1892] W. N. 56
Followed in *In re* TALBOT'S TRADE-MARK
[[1894] W. N. 12
Explained by Romer J. in *In re* DEN-
SHAM'S TRADE-MARK [[1895] 2 Ch. 196
- Van Gheluve v. Nerinckx* - - (21 Ch. D. 189)
See *In re* CAVE. MAINLAND v. CAVE
[[1892] W. N. 142
- Vardon's Trusts, In re* - - - (31 Ch. D. 275)
Distinguished by Romer J. in CARTER
v. SILBER. CARTER v. HASLUCK
[[1891] 3 Ch. 553
This case revers. by C. A.
[[1892] 2 Ch. 278
And C. A. affirm. by H. L. (E.) *sub nom.*
EDWARDS v. CARTER [[1893] A. C. 360
- Vaughan v. Vanderstegen* - - (2 Drew. 409)
Applied and followed by North J. in
In re GOUGH. LLOYD v. GOUGH
[[1894] W. N. 76
- Verner v. General and Commercial Investment
Trust* ([1894] 2 Ch. D. 239)
Followed by Stirling J. in WILMER v.
McNAMARA & Co., LD.
[[1895] 2 Ch. 245
- Vernon v. Vestry of St. James, Westminster* (16
Ch. D. 449)
See GRAHAM v. CORPORATION OF NEW-
CASTLE ON-TYNE - - - [[1893] Q. B. 643
- Vernon v. Watson* - - - ([1891] 1 Q. B. 400)
Affirm. by C. A. - - - [[1891] 2 Q. B. 288
- Vickers v. Siddell* - - - (15 App. Cas. 496)
Dictum of Halsbury L.C. followed by
C. A. in NUTTALL v. HARGREAVES
[[1892] 1 Ch. 23
- Vignier's Trade-mark, In re* (6 Rep. Pat. Cas.
490)
Distinguished by Romer J. in *In re*
DENSHAM'S TRADE-MARK
[[1895] 2 Ch. 176
- Villars, Ex parte* - - - (L. R. 9 Ch. 432)
Distinguished by V. Williams J. in
FIGG v. MOORE - - - [[1894] 2 Q. B. 690
And by C. A. in TRUSTEE IN BANK-
RUPTCY v. BROWN [[1895] 1 Q. B. 324
- Vilmont v. Bentley* - - - (12 App. Cas. 471)
Superseded, as to goods obtained by false
pretences, by Sale of Goods Act, 1893
(56 & 57 Vict. c. 71), s. 24 (2)
- Vince, In re. Ex parte Trustees in Bankruptcy*
([1892] 1 Q. B. 587)
Revers. by C. A. *sub nom.* *In re* VINCE.
Ex parte BAXTER [[1892] 2 Q. B. 478
- Vine v. Raleigh* - - - ([1891] 2 Ch. 13)
Followed by Stirling J. in *In re* MASON.
MASON v. MASON - - - [[1891] 3 Ch. 467

- Fint v. Padget* (1 Giff. 446, on appeal 2 De G. & J. 611)
Followed by *Romer J. and C. A. in*
PLEDGE v. CARR - [1894] 2 Ch. 328;
[C. A. [1895] 1 Ch. 51
Considered by C. A. in *MINTER v. CARR*
[[1894] 3 Ch. 498
- Finter v. Hind* - - (10 Q. B. D. 63)
Overruled by 54 & 55 Vict. c. 76,
s. 47 (3).
- Voyle v. Hughes* (2 Sim. & Giff. 18; 23 L. J. (Ch.)
238)
See 56 & 57 Vict. c. 21.
- Waddell v. Wolfe* - - (L. R. 9 Q. B. 515)
Referred to by North J. in *In re* NATIONAL
PROVINCIAL BANK OF ENGLAND
AND MARSH - [1895] 1 Ch. 190
- Wadsworth, In re* - - (34 Ch. D. 155)
Followed by Kekewich J. in *In re*
KNIGHT. KNIGHT v. GARDNER
[[1892] 2 Ch. 368
- Wainwright's Case. In re Metropolitan Coal Consumers' Association* (63 L. T. (N.S.) 429)
Considered by C. A. in *KARBERG'S CASE*
[[1892] 3 Ch. 1
- Wake v. Sheffield Corporation* (11 Q. B. D. 291)
Followed by Div. Ct. in *DERBY CORPORATION v. GRUDGINGS*
[[1894] 2 Q. B. 496
- Walker, In re* - (59 L. J. (Ch.) 386; 62 L. T. (N.S.) 449)
Followed by Kekewich J. in *In re*
SOMERSET. SOMERSET v. POULET
[[1894] 2 Ch. 231
- Walker v. Crystal Palace District Gas Co.* ([1891]
2 Q. B. 300)
Dissented from by Butt J. in *THE*
"COURIER" - [1891] P. 355
And by Div. Ct. in *O'HARA, MATTHEWS*
& *Co. v. ELLIOT & Co.*
[[1893] 1 Q. B. 362
- Walker v. Milne* - - (11 Beav. 507)
Followed by Stirling J. in *In re* PARK.
WIGNALL v. PARKER [1891] 1 Ch. 682
- Wallace v. Greenwood* - - (16 Ch. D. 362)
See *HOWARD v. JALLAND*
[[1891] W. N. 210
- Wallace v. Universal Automatic Machines Co.*
([1894] 2 Ch. 547, 555)
Form of judgment followed by Kekewich J. in *BRINSLEY v. LYNTON* AND
LYNMOUTH HOTEL AND PROPERTY CO.
[[1895] W. N. 53
- Wallen v. Lister* - - ([1894] 1 Q. B. 312)
See 57 & 58 Vict. c. cccxiii. s. 152.
- Wallis v. Smith* - - (21 Ch. D. 248)
Applied by C. A. in *WARD v. MONAGHAN*
[[1895] W. N. 123 (8)
- Walsh v. Gladstone* - - (1 Phillips, 290)
Followed by *Jeune Pres. in IN THE*
GOODS OF M'ACULIFFE - [1895] P. 290
- Wallers v. Morgan* - - (3 D. F. & J. 718)
Referred to by Chitty J. in *TURNER v.*
GREEN - - [1895] 2 Ch. 205
- Want v. Campaign* - - (9 Times L. R. 254)
Followed by Kekewich J. in *In re*
SOMERSET. SOMERSET v. POULET
[[1894] 2 Ch. 231
- Warburton v. Huddersfield Industrial Society*
([1892] 1 Q. B. 213)
Affirm. by C. A. [1892] 1 Q. B. 817
Overruled by 56 & 57 Vict. c. 39, s. 10
(6).
- Ward v. Lloyd* - - (6 Man. & G. 785)
Explained and distinguished by V. Williams J., and referred to by C. A. in
JONES v. MERIONETHSHIRE PERMANENT
BENEFIT BUILDING SOCIETY
[[1891] 2 Ch. 587; [1892] 1 Ch. 173
- Warminster Local Board and County Council of Wills, In re* (25 Q. B. D. 450)
Approved by C. A. *In re* MAYOR, &c.,
OF BUSSLEM AND COUNTY COUNCIL OF
STAFFORDSHIRE [1895] W. N. 147 (4)
- Warren, Ex parte. In re Holland* (15 Q. B. D. 48)
Opinion of C. A. (at p. 52) as to the
meaning of "sheriff" followed by
Mathew and V. Williams JJ. in *BELLYSE*
v. M'GINN - [1891] 2 Q. B. 227
- Warren v. Richardson* - - (You. 1)
Referred to by North J. in *In re* NATIONAL
PROVINCIAL BANK OF ENGLAND
AND MARSH - [1895] 1 Ch. 190
- Watney v. Musgrave* - - (2 Ex. D. 241)
Distinguished in *REID'S BREWERY CO.,*
LD. v. MALE - [1891] 2 Q. B. 1
- Watson, In re* - - (25 Q. B. D. 27)
Followed by C. A. in *MADELL v. THOMAS*
& *Co.* - [1891] 1 Q. B. 230
- Watson v. Birch* - - (15 Sim. 523)
Followed by C. A. in *JAY v. JOHNSTONE*
[[1893] 1 Q. B. 189, at p. 190
- Watson v. Mid-Wales Railway Co.* (L. R. 2 C. P. 593)
Followed by Stirling J. in *In re* TAUNTON,
DELMARD, LANE & Co.
[[1893] 2 Ch. 175
- Watson v. Woodman* - - (L. R. 20 Eq. 721)
Distinguished by C. A. in *In re* TUCKER.
TUCKER v. TUCKER (No. 2)
[[1894] 3 Ch. 429
- Watson v. Young* - - (28 Ch. D. 436)
Observed upon by C. A. in *In re* BENCE.
SMITH v. BENCE - [1891] 3 Ch. 242
- Watson, Kipling & Co., In re* - (23 Ch. D. 500)
Not followed by V. Williams J. in *In re*
BLAZER FIRE LIGHTER, LD.
[[1895] 1 Ch. 402
- Watts, In re. Cornford v. Elliott* (29 Ch. D. 947)
Referred to by Stirling J. in *MILLER v.*
COLLINS - [1895] W. N. 143 (8)
- Weaver, In re* - - (21 Ch. D. 615)
Met by 56 & 57 Vict. c. 71, s. 2.
- Webster v. Webster* - (31 L. J. (P. & M.) 184)
Considered by *Jeune J. in OLIVER v.*
OLIVER - [1892] W. N. 84
Considered and disapproved by C. A.
in *THOMASSET v. THOMASSET*
[[1894] P. 285

- Weeding v. Weeding* - - (1 J. & H. 424)
Applied by Stirling J. in *In re PYLE*.
PYLE v. PYLE - - [1895] 1 Ch. 724
- Wegg-Prosser v. Evans* - ([1894] 2 Q. B. 101)
Affirm. by C. A. - [1895] 1 Q. B. 108
- Wekett v. Raby* - - (2 Bro. P. C. 386)
Followed by Stirling J. in *In re APPLEBEE. LEVESON v. BEALES*
[1891] 3 Ch. 422
- Wells, In re. Wells v. Wells* - (43 Ch. D. 231)
Approved by C. A. in *In re HUMPHREYS. HUMPHREYS v. LEVETT* - [1893] 3 Ch. 1
- Wells v. Giles* - - (2 Gale, 209)
Approved and followed by C. A. in *KENNEDY v. THOMAS* [1894] 2 Q. B. 759
- Wendon v. London County Council* ([1894] 1 Q. B. 227)
Affirm. on different grounds by C. A. [1894] 1 Q. B. 812
Explained by Div. Ct. in *LAVY v. LONDON COUNTY COUNCIL*
[1895] 1 Q. B. 915
- Wenlock, Baroness v. River Dee Co.* - (36 Ch. D. 675, n.)
See *GENERAL AUCTION ESTATE AND MONETARY CO. v. SMITH*
[1891] 3 Ch. 432
- Wenman v. Lyon & Co.* - ([1891] 1 Q. B. 634)
Affirm. by C. A. - [1891] 2 Q. B. 192
- West v. Downman* - - (14 Ch. D. 111)
Disapproved by C. A. in *SANDGATE DISTRICT LOCAL BOARD v. KEENE*
[1892] 1 Q. B. 831
- West v. Fritchie* - - (2 Ex. 216)
Distinguished by V. Williams J. in *SCOBIE v. COLLINS* [1895] 1 Q. B. 375
- West Devon Great Consols Mine, In re* (38 Ch. D. 51)
Applied in *MORGAN v. BOWLES*
[1894] 1 Q. B. 236
- West Ham Union (Guardians of) v. St. Matthew, Bethnal Green (Churchwardens &c. of)* ([1892] 2 Q. B. 65)
Affirm. by C. A. - [1892] 2 Q. B. 676
Revers. by H. L. (E.) [1894] A. C. 230
As to costs (242, n.) see now Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 Vict. 5, 16), s. 2 (3).
- West Hartlepool Iron Co., In re* (84 L. T. (N.S.) 568)
Not followed by V. Williams J. in *In re BLAZER FIRE LIGHTER, LD.*
[1895] 1 Ch. 402
- Western Counties Manure Co. v. Lawes Chemical Manure Co.* - (L. R. 2 Ex. 218)
Commented on by H. L. (E.) in *WHITE v. MELLIN* - [1895] A. C. 154
- Western National Bank of New York v. Perez* ([1891] 1 Q. B. 304)
Followed by C. A. in *INDIGO Co. v. OGILVY* - [1891] 2 Ch. 31
- Westhead v. Riley* - - (25 Ch. D. 413)
Followed by C. A. in *TYRRELL v. PAIN-TON (No. 2)* - [1895] 1 Q. B. 202
- Weymouth and Channel Islands Steam Packet Co., In re* - - ([1891] 1 Ch. 66)
Applied and followed by C. A. in *In re RAILWAY TIME TABLES PUBLISHING CO. Ex parte WELTON* - [1895] 1 Ch. 255
- Whatman, In re. Hoar v. Whatman (W. N. (1889) 213)*
Considered by Stirling J. in *FARNHAM v. MILWARD* - [1895] 2 Ch. 730
- Wheat Buller Consols, In re* - (38 Ch. D. 42)
Followed by Stirling J. in *In re THE PRINTING TELEGRAPH AND CONSTRUCTION CO. OF THE AGENCE HAVAS. Ex parte CAMMELL* - [1894] 1 Ch. 528;
[affirm. by C. A. [1894] 2 Ch. 392
Applied by V. Williams J. in *In re ISSUE CO.* - [1895] 1 Ch. 226
- Wheatley v. Baston* - - (7 D. M. & G. 261)
Discussed by Chitty J. in *BOLTON v. SALMON* - [1891] 2 Ch. 48
- Wheeler v. Le Marchant* - (17 Ch. D. 675)
Considered by Stirling J. in *LEABOYD v. HALIFAX JOINT STOCK BANKING CO.*
[1893] 1 Ch. 686
- Whistler, In re* - - (35 Ch. D. 561)
Followed by Stirling J. in *In re VENN & FURZE* - [1894] 2 Ch. 101
- White v. Chitty* - - (L. R. 1 Eq. 372)
Distinguished by C. A. in *METCALFE v. METCALFE* - [1891] 3 Ch. 1
Considered by Stirling J. in *In re LOFTUS-OTWAY. OTWAY v. OTWAY*
[1895] 2 Ch. 235
- White v. Hillacre* - - (3 Y. & C. Ex. 597)
Distinguished by Romer J. in *FLRIDGE v. CARR* - [1894] 2 Ch. 328
Affirm. by C. A. - [1895] 1 Ch. 51
- Whitehurst v. Finch* (54 J. P. 565; 62 L. T. (N.S.) 433)
Distinguished by Div. Ct. in *HORNSEY v. RAGGETT* - [1892] 1 Q. B. 20
- Whitley v. Challis* - - ([1892] 1 Ch. 64)
Distinguished by C. A. in *COUNTY OF GLOUCESTER BANK v. RUDBY MERTHYR COLLIERY CO.* - [1895] 1 Ch. 639
- Whitmore v. Mason* - - (2 J. & H. 204)
Referred to by Stirling J. in *MACKINTOSH v. POGOSE* - [1895] 1 Ch. 505
- Whitwood Chemical Co. v. Hardman* ([1891] 2 Ch. 416)
Applied by Kekewich J. in *STAR NEWS-PAPER CO. v. O'CONNOR*
[1893] W. N. 114
- Whittle v. Henning* - - (2 Ph. 731)
Not applied by Kekewich J. in *In re DAVENPORT. TURNER v. KING*
[1895] 1 Ch. 361
- Wiggett v. Fox* - - (11 Ex. 832)
Commented on by H. L. (E.) in *JOHNSON v. LINDSAY & CO.* [1891] A. C. 371
- Wight v. Earl of Hopetoun* - (4 Macq. 729)
Distinguished by H. L. (S.) in *BLACK v. CLAY* - [1894] A. C. 368

- Wigram v. Fryer* - - - (36 Ch. D. 87, 96)
Followed by Kekewich J. in *SCHOOL BOARD FOR LONDON v. SMITH*
[1895] W. N. 37
- Wilder v. Piggott* - - - (22 Ch. D. 263)
Applied by Stirling J. in *GREENHILL v. NORTH BRITISH MERCANTILE INSURANCE CO.* - - - [1893] 3 Ch. 474
Discussed and followed by Chitty J. in *In re HODSON. WILLIAMS v. KNIGHT*
[1894] 2 Ch. 421
- Wildes v. Dudlow* - - - (L. R. 19 Eq. 198)
Followed by Chitty J. in *In re BOLTON'S ESTATE. MORANT v. BOLTON*
[1892] W. N. 114
This case affirm. by C. A.
[1892] W. N. 163
Approved and followed by C. A. in *GUILD & Co. v. CONRAD*
[1894] 2 Q. B. 885
- Wildy v. Mid-Hants Railway Co.* (16 W. R. 409)
Followed by North J. in *EDWARDS v. STANDARD ROLLING STOCK SYNDICATE*
[1893] 1 Ch. 574
- Wilkinson v. Verity* - - - (L. R. 6 C. P. 206)
Considered by C. A. in *MILLER v. DELL*
[1891] 1 Q. B. 468
- Willes v. Greenhill* - - - (4 D. F. & J. 147)
Referred to by Stirling J. in *In re WYATT. WHITE v. ELLIS*
[1892] 1 Ch. 188
This case affirm. by H. L. (E.)
[1893] A. C. 369
- Willey, In re* ([1890] W. N. 1; 34 Sol. J. 180)
Referred to by Kekewich J. in *EATON v. DAINES* - - - [1894] W. N. 32
- "*William Hutt, The* - - - (Lush. 25)
Referred to by Jeune Pres. in *THE "STRATHGARRY"* - - - [1895] P. 264
- Williams v. Bayley* - - - (L. R. 1 H. L. 200)
Referred to by Lindley L.J. in *McCLATCHIE v. HASLAM*
[1891] W. N. 191
- Williams v. Jenkins* (No. 1) ([1893] 1 Ch. 700)
See *WILLIAMS v. JENKINS* (No. 2)
[1894] W. N. 176
- Williams v. Smith* - - - (22 Q. B. D. 134)
Discussed by C. A. in *SEARLES v. SCARLETT* - - - [1892] 2 Q. B. 56
- Williams and Stepney, In re* ([1891] 1 Q. B. 700;
Revers. by C. A. [1891] 2 Q. B. 257
Decision of C. A. distinguished by Div. Ct. in *In re WILSON & SON AND THE EASTERN COUNTIES NAVIGATION AND TRANSPORT CO.* - - - [1892] 1 Q. B. 81
- Willis v. Wells* - - - ([1892] 2 Q. B. 225)
Overruled by 56 & 57 Vict. c. 39, s. 49 (1)
- Willock v. Noble* - - - (L. R. 7 H. L. 580)
The law is revers. by s. 3 of the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63).
- Wilson, In re* - - - (3 De G. J. & S. 410)
But see 57 & 58 Vict. c. 46, s. 3.
- Wilson v. Atkinson* - - - (4 D. J. & S. 455)
Followed by Chitty J. in *STODDART v. SAVILE* - - - [1894] 1 Ch. 480
- Wilson v. Caledonian Railway Co.* (5 Ex. 522)
Dissented from by C. A. in *PALMER v. CALEDONIAN RAILWAY CO.*
[1892] 1 Q. B. 823
- Wilson v. Greenwood* - - - (1 Sw. 471)
Followed by Stirling J. in *COLLINS v. BARKER* - - - [1893] 1 Ch. 578
- Wilson v. M'Math* - - - (3 B. & A. 241)
Overruled by 56 & 57 Vict. c. 73, s. 31 (1).
- Wilson v. Merry* (L. R. 1 H. L. (S.) 331, 332)
Observations of Lord Cairns explained by H. L. (E.) in *JOHNSON v. LINDSAY & CO.* - - - [1891] A. C. 371
Referred to by H. L. (E.) in *HEDLEY v. PINKNEY & SONS STEAMSHIP CO.*
[1894] A. C. 222
- Wilson v. Miles Platting Building Society* (22 Q. B. D. 381, n.)
Considered by Kekewich J. in *BRADBURY v. WILD* - - - [1893] 1 Ch. 377
- Wilson v. St. Giles, Camberwell* ([1892] 1 Q. B. 1)
Followed by C. A. in *DAVIS v. GREENWICH BOARD OF WORKS*
[1895] 2 Q. B. 219
- Wilson v. Turner* - - - (22 Ch. D. 531)
Discussed and explained by Chitty J. in *In re BRYANT. BRYANT v. HICKLEY*
[1894] 1 Ch. 324
- Wilson v. Wilson* - - - (L. R. 2 P. & D. 422)
Approved by J. C. in *LE MESURIER v. LE MESURIER* (No. 2) [1896] A. C. 517
- Wilton v. Chambers* - - - (7 A. & E. 524)
Followed by Div. Ct. in *In re HULM & LEWIS* - - - [1892] 2 Q. B. 261
- Winder, Ex parte* - - - (6 Ch. D. 696)
Distinguished by C. A. in *GEDYE v. COMMISSIONERS OF WORKS*
[1891] 2 Ch. 630
- Witted v. Galbraith* - - - ([1893] 1 Q. B. 431)
Revers. by C. A. - - - [1893] 1 Q. B. 577
Decision of C. A. applied and followed by Kekewich J. in *COLLINS v. NORTH BRITISH MERCANTILE INSURANCE CO.*
[1894] 3 Ch. 228
- Wolverhampton (Corporation) v. Bilston Commissioners* ([1891] 1 Ch. 315)
Affirm. by C. A. - - - [1891] W. N. 56
- Wolverhampton and Walsall Railway Co. v. London and North Western Railway Co.* (L. R. 16 Eq. 433)
Referred to by A. L. Smith J. in *RYAN v. MUTUAL TONTINE WESTMINSTER CHAMBERS ASSOCIATION*
[1892] 1 Ch. 427
This case revers. by C. A.
[1893] 1 Ch. 116
- Wood, In re. Tullett v. Colville* ([1894] 2 Ch. 310)
Affirm. by C. A. - - - [1894] 3 Ch. 381
- Wood's Trade-mark, In re* - - - (32 Ch. D. 262)
Distinguished by Wright J. in *In re DEXTER'S APPLICATION. In re WILLS' TRADE-MARKS* - - - [1893] 2 Ch. 263

- Woodhead v. Gartness Mineral Co.* (4 Sc. Sess. Cas. 4th Series, 469)
Disapproved by H. L. (E.) in *JOHNSON v. LINDSAY & Co.* - [1891] A. C. 371
- Woodhead v. Woodhead* - ([1895] P. 343)
Met by the Summary Jurisdiction (Married Women) Act, 1893 (57 & 58 Vict. c. 39).
- Woodhouse v. Meredith* - - (1 Mer. 450)
Distinguished by C. A. in *In re CLOWES* [1893] 1 Ch. 214
- Woodward v. Heseltine* - ([1891] 1 Ch. 464)
Revers. by H. L. (E.) *sub nom.* *SIMMONS v. WOODWARD* - [1892] A. C. 100
- Woolford's Estate (Trustee of) v. Levy* ([1892] 1 Q. B. 772)
Opinion of Cave J. at p. 776 dissented from by C. A. in *LEE v. DANGAR, GRANT & Co.* - [1892] 2 Q. B. 337
- Woolley v. Colman* - - (21 Ch. D. 169)
Considered by Kekewich J. in *BREWER v. SQUARE* - [1892] 2 Ch. 111
- Wootton, In the Goods of* (L. R. 3 P. & D. 159)
Distinguished by Jeune Pres. in *ROYLE v. HARRIS* - [1895] P. 163
- Worley v. Kensington Vestry* ([1892] 2 Ch. 404)
Affected by 57 & 58 Vict. c. cxxiii., s. 22 (2).
- Wray, In re* - - (36 Ch. D. 138)
Followed by Chitty J. in *In re EDYE* (A SOLICITOR) - [1891] W. N. 1
- Wray v. Ellis* - - (1 E. & E. 276)
Distinguished and doubted by Div. Ct. in *REG. v. TITTEBTON* [1895] 2 Q. B. 61
- Wyatt, In re. White v. Ellis* ([1892] 1 Ch. 188)
Affirm. by H. L. (E.) *sub nom.* *WARD v. DUNCOMBE* - [1893] A. C. 369
- "*Xantho*," *The* - (12 App. Cas. 503, at p. 512)
Observations of Lord Herschell explained by C. A. in *THE "GLENDAARROCH"* [1894] P. 226
- Yarnold v. Wallis* - (4 Y. & C. (Ex.) 160)
Followed by North J. in *In re CHAMPION* [1893] 1 Ch. 101
- Yates, In re* - - (38 Ch. D. 112)
Applied and followed by Kekewich J. in *In re BROOKE. BROOKE v. BROOKE* (No. 2) - [1894] 2 Ch. 600
Distinguished by Stirling J. in *SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND* [1894] 1 Ch. 686
- Yates v. Compton* - - (2 P. W. 308)
Distinguished by Kekewich J. in *In re MARBETT. PITMAN v. HOLBORROW* [1891] 1 Ch. 707
- Yates v. Finn* - - (13 Ch. D. 839)
Discussed by Stirling J. in *DAW v. HERRING* - [1892] 1 Ch. 284
- Yerburgh's Estate, In re* - (62 L. T. (N.S.) 55)
Followed by Stirling J. in *In re PARKER. WIGNALL v. PARK* - [1891] 1 Ch. 682
- Yorkshire Tannery v. Eglinton Chemical Co.* (54 L. J. (Ch.) 81)
Followed by Kekewich J. in *COLLINS v. NORTH BRITISH MERCANTILE INSURANCE Co.* - [1894] 3 Ch. 228
- Young v. Grote* - - (4 Bing. 253)
Considered by C. A. in *SCHULFIELD v. LONDESBOROUGH* (EARL OF) [1895] 1 Q. B. 536
- "*Zeta*," *The. Turner v. Mersey Dock and Harbour Board* ([1891] P. 216)
Revers. by C. A. - [1892] P. 285
C. A. revers. and Butt Pres. restored by H. L. (E.) - [1893] A. C. 468

TABLE OF STATUTES

JUDICIALLY CONSIDERED DURING THE YEARS 1891—1895.

	PAGE		PAGE
I.— <i>Imperial Statutes</i> . . .	clxxxix	III.— <i>Colonial Statutes</i> . . .	ccxxxiii
II.— <i>Scots Acts</i> . . .	ccxxxii	IV.— <i>Foreign Laws</i> . . .	ccxxxiii

I.—IMPERIAL STATUTES.

STATUTES.

1571.

13 Eliz. c. 5 (*Fraudulent Conveyance*), s. 5.
The s. protects a subsequent purchaser without notice of an interest, legal or equitable, under a settlement void against creditors under the Act.
HALIFAX JOINT STOCK BANK v. GLEDHILL
[*Kay J.* [1891] 1 Ch. 31]

1584-5.

27 Eliz. c. 4 (*Fraudulent Conveyance*).
A voluntary charitable gift is not covinous within the statute, nor avoided by a subsequent conveyance for value. *RAMSAY v. GILCHRIST*
[*J. C.* [1892] A. C. 412]
The Act considered with reference to s. 47 of the Bankruptcy Act, 1883. *In re BRIGGS & SPICER* - - *Stirling J.* [1891] 2 Ch. 127

1586-7.

29 Eliz. c. 4 (*Sheriff*).
Discussed with reference to Sheriffs Act, 1887.
SHOPPEE v. NATHAN & Co. - - *Collins J.*
[1892] 1 Q. B. 245

1601.

43 Eliz. c. 2 (*Poor Relief*), s. 1.
The s. considered with reference to rateability of coal mines under 3 & 4 Will. 4, c. 90, s. 33.
THURSBY v. CHURCHWARDENS, &c., of BRIERCLIFFE-CUM-EXTWISTLE H. L. (E.) [1895] A. C. 32

1623-4.

21 Jac. 1, c. 16 (*Statute of Limitations*), s. 3.
Time does not begin to run under the section against a person who has entrusted money to another for safe custody until demand, though it was contemplated that the bailee might use the money in business. *In re TIDD. TIDD v. OVERELL*
[*North J.* [1893] 3 Ch. 154]
And see LIMITATIONS, STATUTE OF. 1, 2, 8.
The Act does not apply to money paid into

STATUTES—continued.

Court by a debtor to obtain annulment of a receiving order. *In re DENNIS. Ex parte DENNIS.*
[*V. Williams J.* [1895] 2 Q. B. 630]

1677.

29 Car. 2, c. 3 (*Statute of Frauds*).
See FRAUDS, STATUTE OF, *passim*.
LANDLORD AND TENANT—LEASE.
VENDOR AND PURCHASER—Contract.

1688.

1 Wm. & M. c. 30 (*Gold Mines*).
Rights of Crown considered. ATTORNEY-GENERAL v. MORGAN
C. A. [1891] 1 Ch. 432

1693.

5 Wm. & M. c. 6 (*Gold Mines*).
Rights of Crown considered. ATTORNEY-GENERAL v. MORGAN
C. A. [1891] 1 Ch. 432

1704.

4 & 5 Anne, c. 16 (*Limitations*), s. 19.
The right to sue a person after his return from beyond seas is not annulled by R. S. C. 1883, O. XI. *MUSURUS BEY v. GADBAN*
[C. A. [1894] 2 Q. B. 352]

1706.

7 Anne, c. 12 (*Diplomatic Privileges*).
The Act considered. *MUSURUS BEY v. GADBAN*
[C. A. [1894] 2 Q. B. 533]

1709.

8 Anne, c. 14 (*Taxation*), ss. 6, 7.
The right to distrain after the expiration of the tenancy given by the ss. does not apply where the tenant remains in possession of part

STATUTES—continued.

of the demised premises under a new tenancy created by agreement. *WILKINSON v. PEEL*
[Div. Ct. [1895] 1 Q. B. 516]

1713.

13 Anne, c. 13 (*Benefice*).

A presentation by a college on the nomination by a Roman Catholic patron held to be absolutely void. *BOYER v. BISHOP OF NORWICH*
[J. C. [1892] A. C. 417]

1716-1717.

3 Geo. 1, c. 15 (*Sheriff*).

Discussed with reference to Sheriffs Act, 1887.
SHOPPEE v. NATHAN & Co. — — — *Collins J.*
[1892] 1 Q. B. 245]

1730-1.

4 Geo. 2, c. 28 (*Surrender of Lease*), s. 6.
Considered in ECCLESIASTICAL COMMISSIONERS
v. TREKMER — — — *Chitty J.* [1893] 1 Ch. 166]

1735-6.

9 Geo. 2, c. 36 (*Mortmain*), s. 3.
The s. considered with reference to presumption of lost grants for parochial uses. *HAIGH v. WEST*
[C. A. [1893] 2 Q. B. 19]

— — — s. 4.
Meaning of "interest in land" considered.
In re PICKARD. ELMSLEY v. MITCHELL
[C. A. [1894] 3 Ch. 704]

And see CHARITY—MORTMAIN.

1742-3.

16 Geo. 2, c. 18 (*Justice of the Peace*), s. 1.
(A) Justices of a corporate city sitting at special sessions have jurisdiction by virtue of the s. to hear an appeal, although rated to the poor in the appellants parish. *REG. v. BOLINGBROKE*
[Div. Ct. [1893] 2 Q. B. 347]

(B) Justices sitting in special sessions to hear appeals from an assessment committee are within the section. *Ex parte OYERSEERS OF WORKINGTON*
[C. A. [1894] 1 Q. B. 416]

1743-4.

17 Geo. 2, c. 38 (*Poor*), s. 11.
A mistake in a demand note for poor-rate does not operate as estoppel, but the undemanded balance can be recovered as "arrear" under the section. *REG. v. BLENKINSOP*
[Div. Ct. [1892] 1 Q. B. 43]

1751-2.

25 Geo. 2, c. 36 (*Disorderly Houses*).
The Metropolis Management, &c., Act, 1878, s. 12, which requires for every house, &c., kept open for dancing or music, a certificate from the London County Council that such house is in accordance with the regulations made by the council in pursuance of the Act, applies to

STATUTES—continued.

houses not licensed under 25 Geo. 2, c. 36, or 6 & 7 Vict. c. 68. *REG. v. HANNAY*
[Div. Ct. [1891] 2 Q. B. 709]

25 Geo. 2, c. 36, s. 6.

The s. is applied by s. 13 of the Criminal Law Amendment Act, 1885, to summary proceedings under that s., and a magistrate is bound even where no information is laid to issue his warrant for arrest where two inhabitants have acted under the section. *REG. v. NEWTON*
[Div. Ct. [1892] 1 Q. B. 648]

1774.

14 Geo. 3, c. 48 (*Insurance, Life*), ss. 1, 3.
A promise to the promisor's step-sister, the mother of a child, to take care of the child held to give an insurable interest within the ss. *BARNES v. LONDON, EDINBURGH AND GLASGOW INSURANCE CO.* — — — *Div. Ct.* [1892] 1 Q. B. 864]

— — — s. 2.

A contract to pay £100 to the purchaser of a medical preparation in the event of his having influenza held not to be a policy within the section. *CARLILL v. CARBOLIC SMOKE BALL CO.*
[C. A. [1893] 1 Q. B. 256]

— — — — —
The provision of the s. that the name of the person for whose benefit a policy is effected shall be inserted therein does not apply to insurances by members of friendly societies effected under the 13 & 14 Vict. c. 115. *ATKINSON v. ATKINSON*
[Chitty J. [1895] W. N. 114 (3)]

1780-1.

21 Geo. 3, c. 49 (*Sunday Observance*), ss. 1, 2.
Meaning of "keeper" of room, and "person managing or conducting entertainment" considered. *REID v. WILSON*
[C. A. [1895] 1 Q. B. 315]

1794-5.

35 Geo. 3, c. 101 (*Poor Law*), s. 2.
The s. is superseded by 4 & 5 Will. 4, c. 76, s. 84, and 42 & 43 Vict. c. 49, s. 6. *REG. v. WILKINSON* — — — *Div. Ct.* [1891] 1 Q. B. 722]

1795-6.

36 Geo. 3, c. 52 (*Death Duties*), s. 12.
(A) Meaning of the words "began to enjoy the benefit" in the s. considered. *KENLIS (LORD) v. HODGSON* — — — *Kekewich J.* [1895] 2 Ch. 458]
(B) Effect of the s. considered. *ATTORNEY-GENERAL v. LORD ABERDARE*
[Div. Ct. [1892] 2 Q. B. 684]

— — — s. 14.

The s. considered. *DUKE OF HAMILTON v. LORD ADVOCATE* — — — *H. L. (S.)* [1892] W. N. 80]

— — — s. 19.

Meaning of the words "shall become entitled to an estate of inheritance in possession in real estate" in the s. considered. *MACFARLANE (DUNLOP'S TRUSTEES) v. LORD ADVOCATE*
[H. L. (S.) [1894] A. C. 291]

STATUTES—continued.

1797-9.

38 Geo. 3, c. 5 (*Land Tax*), s. 4.

A railway tunnel held liable to assessment as a "hereditament" under the section. *METROPOLITAN RAILWAY CO. v. FOWLER*
[H. L. (E.) [1893] A. C. 416]

1799-1800.

39 & 40 Geo. 3, c. 98 (*Thellusson's Act*).

How far trusts to accumulate income in order to improve land are within the danger of the Act, considered.

(A) *VINE v. RALEIGH* (No. 1).

[C. A. [1891] 2 Ch. 13]

(B) *In re MASON. MASON v. MASON*

[Stirling J. [1891] 3 Ch. 467]

And see WILL—ACCUMULATIONS.

1801-2.

42 Geo. 3, c. 119 (*Lottery*), s. 1.

A missing-word competition held to be a "lottery" within the section. *BAROLAY v. PEARSON* - - - *Stirling J.* [1893] 2 Ch. 164
— s. 2.

See LOTTERY. 2.

1808-9.

48 Geo. 3, c. 55 (*House Tax*), Sched. B, Case IV.

(A) Meaning of "hospital" in the schedule considered. *CAWSE v. COMMITTEE OF NOTTINGHAM LUNATIC HOSPITAL* Div. Ct. [1891] 1 Q. B. 585

(B) Meaning of "charity schools" considered. *SOUTHWELL v. GOVERNORS OF ROYAL HOLLOWAY COLLEGE, EGHAM* Div. Ct. [1895] 2 Q. B. 487

And see HOUSE TAX.

48 Geo. 3, c. 149 (*Stamps*).

The Act considered. *LORD ADVOCATE v. BOGIE*
[H. L. (S.) [1894] A. C. 83]

1811-1812.

52 Geo. 3, c. 150 (*Medicine Stamps*), ss. 1, 2, Sch.

Application of the Act considered. *SMITH v. MASON & CO.* - - - Div. Ct. [1894] 2 Q. B. 363

1813-1814.

54 Geo. 3, c. 56 (*Casts*).

Casts made from models of natural fruit and leaves are "new and original" "casts of" a "subject being matter of invention in sculpture" held to be within the meaning of, and entitled to protection under, this Act. *CAPHIONI v. ALBERTI*
[Mathew J. [1891] W. N. 200]

54 Geo. 3, c. 159 (*Harbours*), s. 11.

The restriction "so as to tend to the injury or obstruction of the navigation" only applies to the earlier part of the s., and not to provision as to casting rubbish on shore so as to be liable to be washed into the sea, &c. *UNITED ALKALI CO. v. SIMPSON*

[Div. Ct. [1894] 2 Q. B. 116]

STATUTES—continued.

1814-5.

55 Geo. 3, c. 184, s. 37.

The words "personal estate and effects of any person deceased" considered with reference to subsequent Stamp Duties Acts. *LORD ADVOCATE v. BOGIE* - - - *H. L. (S.)* [1894] A. C. 83

And see DEATH DUTIES—Legacy Duty.
5.

55 Geo. 3, c. 194 (*Apothecaries*), s. 20.

"Acting or practising" in the s. means a continuous course of conduct, and separate penalties are not incurred for each attendance. *APOTHECARIES CO. v. JONES*

[Div. Ct. [1893] 1 Q. B. 89]

1817.

57 Geo. 3, c. xxix. (*Michael Angelo Taylor's Act*), s. 65.

(A) This section held to be impliedly repealed by the Metropolitan Streets Act, 1867, s. 6, and the Amendment Act of 1867, s. 1, as to costermongers. *SUMMERS v. HOLBORN DISTRICT BOARD OF WORKS* - - - Div. Ct. [1893] 1 Q. B. 612

(B) This s. held not to be repealed by the Metropolitan Streets Act, 1867, s. 6, and the Amendment Act of 1867, s. 1, but costermongers cannot be interfered with thereunder so long as they conform to the police regulations under the later Acts. *KEEP v. VESTRY OF ST. MARY, NEWINGTON* - - - C. A. [1894] 2 Q. B. 524

(C) This s. held not to be impliedly repealed by 18 & 19 Vict. c. 120, s. 119, as to hanging out articles in front of a house. *WYATT v. GEMS*
[Div. Ct. [1893] 2 Q. B. 225]

— s. 72.

The section is impliedly repealed by s. 119 of the Metropolitan Management Act, 1855. *FORTESCUE v. VESTRY OF ST. MATTHEW, BETHNAL GREEN*
[Div. Ct. [1891] 2 Q. B. 170]

— ss. 80, 82.

Part only of a house can be taken under the ss. *GORDON v. VESTRY OF ST. MARY ABBOTT'S, KENSINGTON* - - - Div. Ct. [1894] 2 Q. B. 742

— s. 82.

Where land is taken compulsorily under the Act, and the owner's compensation has been assessed by a jury, he is not entitled under the s. to his costs of the trial. *REG. v. LONDON COUNTY JUSTICES* (No. 5) - - - Div. Ct. [1895] 1 Q. B. 881

And see LONDON COUNTY—STREETS AND HIGHWAYS. 17, 18, 19.

1818.

58 Geo. 3, c. 45 (*Church Building*), s. 80.

The s. considered with reference to the lawfulness of interring cremated ashes. *In re KEAR.*
[Consist. Ct. of London [1894] P. 265]

58 Geo. 3, c. 70 (*Disorderly Houses*), s. 7.

Effect of s. explained. *REG. v. NEWTON*
[Div. Ct. [1892] 1 Q. B. 648]

STATUTES—continued.

1819.

59 Geo. 3, c. 12 (*Poor*), s. 12.

Effect of s. considered as to title by prescription to lands for parochial uses. *HAIGH v. WEST*
[C. A. [1893] 2 Q. B. 19]

— — — s. 19.

The s. is impliedly repealed by subsequent assessment Acts. *CHURCHWARDENS, &c., OF WEST HAM v. FOURTH CITY MUTUAL BUILDING SOCIETY*
[Div. Ct. [1892] 1 Q. B. 654]

1821.

1 & 2 Geo. 4, c. cxiv. (*Church Rate, St. Nicholas, Harwich*), s. 8.

"Full annual rent or value" in the section means full net annual value. *ROSE v. WATSON*
[Div. Ct. [1894] 2 Q. B. 90]

1825.

6 Geo. 4, c. 50 (*County Juries*), s. 52.

The exemption conferred by the s. on solicitors' managing clerks extends to coroner's juries. *REG. v. DUTTON*
— — — Div. Ct. [1892] 1 Q. B. 486

1826-7.

7 & 8 Geo. 4, c. 53 (*Excise*), s. 71.

The s. is not impliedly repealed by ss. 21, 24 of the Inland Revenue Act, 1890. *DYER v. TULLEY*
— — — Div. Ct. [1894] 2 Q. B. 794

1828.

9 Geo. 4, c. 61 (*Licensing*).

Discretion of justices under the Act considered. *SHARP v. WAKEFIELD* H. L. (E.) [1891] A. C. 173
— — — s. 9.

The s. does not apply to quarter sessions hearing appeals. *Ex parte EVANS*
[H. L. (E.) [1894] A. C. 16]

— — — s. 14.

Where justices have already granted a licence to a new tenant under s. 14, they have no jurisdiction to entertain an application by the same tenant for a second licence under the same section. *REG. v. POWELL*
[C. A. [1891] 2 Q. B. 693]

— — — ss. 27, 37.

Justices sitting as licensing justices under the Act are a "court of summary jurisdiction" within s. 13 (1) of the Interpretation Act, 1889. *REG. v. JUSTICES OF GLAMORGANSHIRE*. *REG. v. JUSTICES OF PONTYPOOL* C. A. [1892] 1 Q. B. 621
— — — s. 29.

As regards an appeal against a refusal to renew a licence the s. has not been repealed; but it does not apply to the costs of justices who make themselves "parties" within the Summary Jurisdiction Act, 1879, s. 31 (5), to an appeal by taking an active part in opposing the appeal. *REG. v. LONDON COUNTY (JUSTICES) (No. 4)*
[C. A. [1895] 1 Q. B. 616]

And see INTOXICATING LIQUORS—Licence.

9 Geo. 4, c. 94 (*Factors*), s. 4.

See FACTOR.

STATUTES—continued.

1830.

11 Geo. 4 & 1 Will. 4, c. 68 (*Carriers*), ss. 1, 68

The effect of the ss. considered with reference to the liability of carriers for theft by their servants. *SHAW v. GREAT WESTERN RAILWAY CO.*
— — — Div. Ct. [1894] 1 Q. B. 373

1831.

1 & 2 Will. 4, c. 37 (*Truck*), s. 23.

Contracts excepted by the s. are not affected by s. 6 of the Truck Amendment Act, 1887. *LAMB v. GREAT NORTHERN RAILWAY CO.*
[Div. Ct. [1891] 2 Q. B. 281]

And see MASTER AND SERVANT—Truck.

1 & 2 Will. 4, c. 43 (*Turnpike*), s. 91.

The s. as incorporated in the local Act of a burgh held to operate so as to entitle the local authority to forbid the erection of buildings over 7 ft. high within 25 ft. from the centre of any turnpike road within the burgh. *SCHULZE v. GALASHIELS (CORPORATION OF)*
[H. L. (S.) [1895] A. C. 666]

1832.

2 & 3 Will. 4, c. 45 (*Parliament*), s. 27.

Meaning and present effect of s. considered. *HALL v. METCALFE* Div. Ct. [1892] 1 Q. B. 208

And see PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

2 & 3 Will. 4, c. 71 (*Prescription*), ss. 2, 3.

The Crown not being named in s. 3 is not bound by it. S. 2, in which the Crown is named, does not apply to an easement of light, which is governed exclusively by s. 3 and subsequent ancillary sections.

(A) *PERRY v. EAMES*. *SALAMAN v. EAMES*. *MERCERS' COMPANY v. EAMES*

[Chitty J. [1891] 1 Ch. 658]

(B) *WHEATON v. MAPLE & CO.*

[C. A. [1893] 3 Ch. 48]

And see LIGHT (EASEMENT OF). 6, 8.

1833.

3 & 4 Will. 4, c. 15 (*Dramatic Copyright*), s. 1.

The sole liberty of representation vests in the author when the play is written. *REICHERDT v. SAPTE*
— — — *Hawkins J.* [1893] 2 Q. B. 306

— — — s. 2.

The provisions as to costs, being a provision as to special costs in particular cases, contained in a special statute, are not affected by the Judicature Acts or Rules. *REEVE v. GIBSON*
[C. A. [1891] 1 Q. B. 652]

[*But see the Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61).*]

And see COPYRIGHT—Dramatic.

3 & 4 Will. 4, c. 27 (*Real Property Limitation*).

Consideration of acquisition of title under the Act by churchwardens and overseers on behalf of a parish. *HAIGH v. WEST*
[C. A. [1893] 2 Q. B. 19]

STATUTES—continued.

3 & 4 Will. 4, c. 27, s. 2.

A copyhold quit-rent is within the section.
HOWITT v. EARL OF HARRINGTON[**Stirling J. [1893] 2 Ch. 497**

— — — s. 7.

Construction of the s. considered. **WARREN v. MURRAY** — — — **C. A. [1894] 2 Q. B. 648**

— — — s. 25.

Meaning of "express" trust in the s. considered.
PRICE v. PHILLIPS — **Chitty J. [1894] W. N. 213**

— — — s. 26.

To take advantage of the s. the plff. must prove (i.) concealed fraud; (ii.) that he or his predecessors were deprived by the fraud; (iii.) that the fraud could not have been discovered by reasonable diligence within the prescribed period.
WILLIS v. EARL HOWE **C. A. [1893] 2 Ch. 545**

— — — s. 34.

The s. applies as between a mortgagee and a mortgagor in possession, and in favour of the latter, although a prior mortgage has been in existence during the earlier part of the statutory period. **KIBBLE v. FAIRTHORNE**[**Romer J. [1895] 1 Ch. 219**3 & 4 Will. 4, c. 42 (*Limitations*), s. 3.In the case of a surety promising to pay a debt on demand as collateral security, the statute begins to run, not from the falling due of the debt, but from the demand. *In re J. BROWN'S ESTATE.*
BROWN v. BROWN **Chitty J. [1893] 2 Ch. 300**

— — — s. 5.

Payment of interest by tenant for life of equity of redemption is sufficient under the s. to keep alive the right of action on the covenant of the settlor. **DIBB v. WALKER**[**Chitty J. [1893] 2 Ch. 429**

— — — s. 8.

The s. considered with reference to the pre-existing common law and the Judicature Acts and rules. **WILSON, SOYS & Co. v. BALCARRES BROOK STEAMSHIP CO.** **C. A. [1893] 1 Q. B. 422**

— — — s. 28.

Where the day of payment is dependent on a future contingent event, such time is not a time certain within the section. **LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO.** — — — **H. L. (E.) [1893] A. C. 429**

— — — s. 29.

Damages in the nature of interest cannot be given under the s. in an equitable action for an account of profits made out of a trespass. **PHILLIPS v. HOMFRAY** — **C. A. [1892] 1 Ch. 465**3 & 4 Will. 4, c. 74 (*Fines and Recoveries*).The Act considered with reference to the powers of a wife of a domiciled Scotsman with reference to her land in England. **WELCH v. TENNENT**[**H. L. (S.) [1891] A. C. 639**

— — — s. 15.

An estate was limited to A. and his sons, and then to B. and his sons, but on the occurrence of a certain event, the trusts in favour of A. and his sons to be postponed to those in favour of B. and his sons. B.'s estate held to be "in defeasance" of A. and not "prior to" it within the section. **MILBANK v. VANE** **C. A. [1893] 3 Ch. 79****STATUTES—continued.**

3 & 4 Will. 4, c. 74, ss. 40, 77.

A woman married since 1882 can by deed convert a base fee created by her when a spinster into a fee simple absolute without acknowledgment or concurrence of her husband under s. 40. *In re DRUMMOND AND DAVIE'S CONTRACT*[**Chitty J. [1891] 1 Ch. 524**

— — — s. 77.

A declaration of trust of copyholds by a married woman tenant on the rolls by a deed acknowledged under the Act is a "disposition" within the section. **CARTER v. CARTER (No. 1)**[**Stirling J. [1895] W. N. 138 (5)**3 & 4 Will. 4, 90 (*Lighting and Watching*), ss. 5—15.Proof of due adoption of Act held unnecessary in proceedings for rates made under it. **REG. v. REYNOLDS** — — — **Div. Ct. [1893] 2 Q. B. 75**

— — — s. 33.

"Coal mines" held to be "property (other than land) rateable to the relief of the poor" within the section. **THURSBY v. CHURCHWARDENS OF BRIERCLIFFE-WITH-EXTWISTLE**[**H. L. (E.) [1895] A. C. 32**3 & 4 Will. 4, c. 105 (*Dower*), s. 12.Construction of the s. considered. *In re GREENWOOD.* **GREENWOOD v. GREENWOOD**[**Chitty J. [1892] 2 Ch. 295****1894.**4 & 5 Will. 4, c. 76 (*Poor Law*).The purpose of the Act considered. **REG. v. WILKINSON** — — — **Div. Ct. [1891] 1 Q. B. 722***And see POOR.***1895.**5 & 6 Will. 4, c. 50 (*Highways*), s. 27.The s. considered with reference to publication of highway rates for a highway parish not being a poor law or ecclesiastical parish. **REG. v. WOLFERSTON** — — — **Div. Ct. [1893] 2 Q. B. 451**

— — — s. 33.

Effect of the s. on liability to repair *ratione tenuræ*. **HEATH v. OVERSEERS, &c., OF TOWNSHIP OF WEAVERHAM** **Div. Ct. [1894] 2 Q. B. 108**

— — — s. 56.

A surveyor is not liable under the s. for the obstruction of highway by a heap of stones placed there without his knowledge. **HARDOCASTLE v. BIELBY** — — — **Div. Ct. [1892] 1 Q. B. 709**

— — — s. 65.

"Lop" in the s. means to cut off the branches laterally. **UNWIN v. HANSON**[**C. A. [1891] 2 Q. B. 115**

— — — s. 78.

"Passing upon" in the s. applies to a cart and horse left standing on the road. **PHYTHIAN v. BAXENDALE** — — — **Div. Ct. [1895] 1 Q. B. 768**

— — — s. 85.

"End of the highway" in the s. means the end of the portion proposed to be diverted. **REG. v. JUSTICES OF SURREY (No. 1)**[**C. A. [1892] 1 Q. B. 837**

STATUTES—continued.

5 & 6 Will. 4, c. 50, s. 109.

An urban authority acting as highway authority held entitled to notice of action under the s., and not under s. 264 of the Public Health Act, 1875. *GRAHAM v. CORPORATION OF NEWCASTLE-UPON-TYNE* - C. A. [1893] 1 Q. B. 643

[Both these sections were repealed by 56 & 57 Vict. c. 61.]

And see HIGHWAY—Right of Way. 2.

5 & 6 Will. 4, c. 83 (Patents).

Where a petition for prolongation had not been presented within six months before the expiration of the patent, which was granted in 1877, held that it was excluded by this Act. *MARSHALL'S PATENT* - J. C. [1891] A. C. 430

1836.

6 & 7 Will. 4, c. 32 (*Building Society*).

See BUILDING SOCIETY—Winding-up. 5

6 & 7 Will. 4, c. 71 (*Tithes*), s. 80.

Deductions under the s. can only be made from the next payment of rent. *DAWES v. THOMAS*

[C. A. [1892] 1 Q. B. 414]

6 & 7 Will. 4, c. 96 (*Parochial Assessment*).

History and object of Act considered. *CHURCHWARDENS, & CO., OF WEST HAM v. FOURTH CITY MUTUAL BUILDING SOCIETY*

[Div. Ct. [1892] 1 Q. B. 654]

— s. 1.

The s. considered.

(A) *SCULCOATES UNION v. DOCK CO. AT KINGSTON-UPON-HULL* H. L. (E.) [1895] A. C. 136

(B) *LONDON COUNTY COUNCIL v. CHURCHWARDENS, & CO., OF EBRITH.*

[H. L. (E.) [1893] A. C. 562]

And see RATE—Rateable Occupation.

1837.

7 Will. 4 & 1 Vict. c. 55 (*Sheriff*).

Discussed with reference to Sheriffs Act, 1887. *SHOPPEE v. NATHAN & CO.* - Collins J.

[1892] 1 Q. B. 245]

1 Vict. c. 26 (*Wills*), s. 9.

Attestation by witness not present when the testator signed is insufficient under the section. *WYATT v. BERRY* - G. Barnes J. [1893] P. 5

And see PROBATE—EXECUTION OF WILL.

— ss. 20, 22.

See PROBATE—REVOCATION OF WILL. 4.

— s. 21.

See PROBATE—GRANT OF PROBATE. 7.

Obliterated, &c. words are "apparent" within the meaning of the s. if they can be deciphered by means of magnifying glasses or artificial arrangement of light, but no physical interference with the document can be allowed. *FTINCH v. COMBE* Jeune Pres. [1894] P. 181

— ss. 23, 24.

Consideration of the effect of the ss. on a sale and reconveyance by way of mortgage effected after a specific devise of freeholds. *In re Clowes* C. A. [1893] 1 Ch. 314

STATUTES—continued.

1 Vict. c. 26, s. 24.

Effect of the s. considered with reference to the Mortmain Act, 1891. *In re BRIDGER. BROMPTON CONSUMPTION HOSPITAL v. LEWIS*

[C. A. [1894] 1 Ch. 293]

— s. 26.

Considered with reference to the distinction in English law between property and a general power of disposition. *In re HARMAN. LLOYD v. TARDY* - Kekewich J. [1894] 3 Ch. 607

— s. 27.

(A) The s. held to apply to an ineffectual attempt to exercise by will a power of appointment under a settlement. *In re ELEN. THOMAS v. McKECKINE* [Stirling J. [1893] W. N. 90]

(B) A power of appointment to such persons, "not being her husband, &c.," held not to be a power "to appoint in any manner" the testatrix might "think proper" within the section. *In re BYRON'S SETTLEMENT. WILLIAMS v. MITCHELL* [Kekewich J. [1891] 3 Ch. 474]

(C) A general devise by will of real estate by the donee of a power will not *per se* amount under the s. to an exercise of a power of revocation and new appointment contained in a deed executed by the donee in complete exercise of the power. *In re BRACE. WELCH v. COLT* - North J. [1891] 2 Ch. 671

— s. 28.

Effect of the s. considered with reference to a devise to seven persons as joint tenants. *QUARM v. QUARM* - Div. Ct. [1892] 1 Q. B. 184

— s. 29.

The s. applies in the case of a gift over on death without "male" issue. *In re EDWARDS. EDWARDS v. EDWARDS*

[Kekewich J. [1894] 3 Ch. 644]

— s. 33.

The rule that the s. does not apply to gifts to children or grandchildren of the testor, as a class is not affected by the fact that the class happens to consist of but one person. *In re SIR E. HARVEY'S ESTATE. HARVEY v. GILLOW*

[Chitty J. [1893] 1 Ch. 567]

1 & 2 Vict. c. c. (*Royal Exchange*).

The Act considered with reference to grant of a faculty for electric works in a closed churchyard. *In re ST. NICHOLAS COLE ABBEY*

[Consist. Ct. of London [1892] P. 58]

1838.

1 & 2 Vict. c. 110 (*Judgments*), s. 13.

The effect of the s. considered.

(A) *In re ANTHONY. ANTHONY v. ANTHONY* (No. 1) - Kekewich J. [1892] 1 Ch. 450

(B) *In re ANTHONY. ANTHONY v. ANTHONY* (No. 2) - Kekewich J. [1893] 3 Ch. 496

— s. 14.

(A) The effect of a charging order made by a judge in favour of a judgment creditor under this Act does not depend upon the capacity of the judgment debtor to give a valid charge, but upon the validity of the judgment:—*Held*, therefore, that the judgment creditors of a lunatic, who had obtained charging orders on a fund in Court, had a valid charge on the fund in priority to the

STATUTES—continued.

claims of the lunatic's administratrix. *In re LEAVESLEY* - - L.J.J. [1891] 2 Ch. 1

(b) Shares transferred into the name of a director (to give him the necessary qualification) of which the transferors remain the beneficial owners, are not held by the director in his own right so as to be subject to a charging order under the section. *COOPER v. GRIFFIN*

[C. A. [1892] 1 Q. B. 740

(c) A director of a rlwy. co., in pursuance of an amalgamation scheme with another co., sold his shares to the latter co., but remained on the register as owner of the shares, and continued to act as a director:—*Held*, that a charging order on his qualifying shares could not be granted, as he was not the beneficial owner, and that the transferees were not estopped from denying his beneficial ownership. *HOWARD v. SADLER*

[Div. Ct. [1893] 1 Q. B. 1

— ss. 14, 15.

Where a charging order under these ss. has become absolute it cannot be rescinded. *Ex parte MARTIN. DREW v. WILLIS* - C. A. [1891]

[1 Q. B. 450

— s. 18.

The s. includes interlocutory orders directing payment of costs to a particular person. *TAYLOR v. ROE* (No. 3) - *Stirling J.* [1894] 1 Ch. 413

1890.

2 & 3 Vict. c. 11 (*Judgments*), s. 7.

The s. considered with reference to the doctrine of *lis pendens*. *WIGRAM v. BUCKLEY*

[C. A. [1894] 3 Ch. 483

2 & 3 Vict. c. 47 (*Metropolitan Police*), s. 77.

The s. enables a magistrate to imprison for a month for non-payment of a fine inflicted under s. 1 of 27 & 28 Vict. c. 55, although the imprisonment fixed for the original offence is only three days. *REG. v. HOPKINS*

[Div. Ct. [1893] 1 Q. B. 621

2 & 3 Vict. c. 67 (*Patents*).

Where a petition for prolongation had not been presented within six months before the patent (granted in 1877) had expired, *held* that it was excluded by this Act. *MARSHALL'S PATENT*

[J. C. [1891] A. C. 430

2 & 3 Vict. c. 71 (*Metropolitan Police Courts*), s. 40.

A magistrate's order under the s. is no bar to an action for special damage arising out of the same detention. *MIDLAND RAILWAY Co. v. MARTIN & Co.* - Div. Ct. [1893] 2 Q. B. 172

— s. 47.

The s. is abrogated by s. 26 of the Sale of Food and Drugs Act, 1875, with respect to penalties recovered by officers of local authorities. *REG. v. TITTERTON* Div. Ct. [1895] 2 Q. B. 61

1840.

3 & 4 Vict. c. 65 (*Admiralty Court*), s. 6.

Meaning of the word "necessaries" in the s. considered. *THE MARIANNE*

[Butt J. [1891] P. 180

Meaning of words "on the high seas" considered. *THE MECCA* - C. A. [1894] P. 95

STATUTES—continued.

3 & 4 Vict. c. 82 (*Judgments*), s. 1.

Effect of charging order under the s. considered. *In re LEAVESLEY* L.J.J. [1891] 2 Ch. 1

3 & 4 Vict. c. 86 (*Church Discipline*), s. 15.

The effect of the s. stated. *O'MALLEY v. BISHOP OF NORWICH* Arches Court [1892] P. 175

3 & 4 Vict. c. 88 (*Police*).

The Act considered with reference to the powers of a joint committee under the Local Government Act, 1888. *Ex parte LEICESTERSHIRE COUNTY COUNCIL AND STANDING JOINT COMMITTEE OF COUNTY OF LEICESTER*

[Div. Ct. [1891] 1 Q. B. 53

3 & 4 Vict. c. cxviii. (*Clyde Navigation*), s. 11.

Construction of the s. considered. *TRUSTEES OF THE CLYDE NAVIGATION v. LORD BLANTYRE*

[H. L. (S.) [1893] A. C. 703

1841.

4 & 5 Vict. c. 39 (*Ecclesiastical Commissioners*), s. 25.

Canons residentiary of a cathedral who are entitled under the section to a fixed share in the corporate revenues, have no freehold qualification in respect of shares in the freehold lands of the corporation. *HARRIS v. PHILLIPS*

[Div. Ct. [1891] 1 Q. B. 267

1842.

5 & 6 Vict. 35 (*Income Tax*).

See *INCOME TAX*, *passim*.

5 & 6 Vict. c. 44 (*Licensing*).

See *INTOXICATING LIQUORS—Licences*.

5 & 6 Vict. c. 45 (*Copyright*), s. 2.

Meaning of "map, chart, or plan" discussed. *HOLLINBAKE v. THUSWELL* C. A. [1894] 3 Ch. 430

— s. 18.

The proprietor of a trade directory has copyright under the s. in the headings and arrangement of advertisements. *LAMB v. EVANS* (No. 1)

[C. A. [1893] 1 Ch. 218

— s. 19.

Application of s. in case of a series of contributions to a periodical where the copyright is retained by the author. *JOHNSON v. GEORGE NEWNES, LD.* - *Romer J.* [1894] 3 Ch. 663

— s. 26.

The expression "full costs" in the s. means "party and party" costs only. *EVERY v. WOOD*

[C. A. [1891] 3 Ch. 115

[*The s. was repealed and further provision made by the Public Authorities Protection Act, 1893*

(56 & 57 Vict. c. 71.)]

And see *COPYRIGHT*.

5 & 6 Vict. c. 97 (*Double Costs*), s. 2.

(A) The Judicature Acts and Rules do not overrule the special provisions of the s. granting a full indemnity. *REEVE v. GIBSON*

[C. A. [1891] 1 Q. B. 652

(B) This section does not apply to "full costs" which are merely the usual costs as between party and party. *EVERY v. WOOD*

[C. A. [1891] 3 Ch. 115

[*The s. was repealed and further provision made by the Public Authorities Protection Act, 1893*

(56 & 57 Vict. c. 61.)]

STATUTES—continued.

5 & 6 Vict. c. ci. (*Royal Exchange*).

The Act considered with reference to grant of faculty for use of a closed churchyard for electric light works. *In re ST. NICHOLAS COLE ABBEY* [Consist. Ct. of London [1892] P. 58

1843.

6 & 7 Vict. c. 18 (*Parliamentary Registration*) s. 17.

A person is qualified as an objector under the s. if his name is on the overseers' list of voters when he makes an objection even if he is subsequently struck off. *PEASE v. TOWN CLERK OF MIDDLEBOROUGH* Div. Ct. [1893] 1 Q. B. 127

— s. 51.

An offence by an overseer, within the meaning of the section, is not an indictable misdemeanour. *REG. v. HALL* - *Charles J.* [1891] 1 Q. B. 747

— s. 100.

Meaning of "ordinary course of post" in the s. considered. *KEMP v. WANKLYN* [C. A. [1894] 1 Q. B. 583

And see PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

6 & 7 Vict. c. 36 (*Fine Art Societies*), s. 1.

"Voluntary contributions" means contributions which are not compulsory. *ART UNION OF LONDON v. SAVOY OVERSEERS* - C. A. [1894] 2 Q. B. 609

6 & 7 Vict. c. 68 (*Theatre*).

Houses not licensed under the Act, but which should be so licensed, fall within s. 12 of the Metropolis Management Act, 1878, requiring a certificate of structural fitness for their use as places of public entertainment. *REG. v. HANNAY* [Div. Ct. [1891] 2 Q. B. 709

6 & 7 Vict. c. 73 (*Solicitor*), s. 2.

A person does not "act as a solicitor" within the section by merely settling an affidavit for a person in his employ. *In re LOUIS. Ex parte INCORPORATED LAW SOCIETY* [Div. Ct. [1891] 1 Q. B. 649

— s. 37.

The client is not entitled to obtain a second order under the s. as of course. *In re WEBSTER* [North J. [1891] 2 Ch. 102

— ss. 38, 41.

There is no rigid rule as to the circumstances under which a client is entitled to tax his solicitor's bill after payment. *In re CHEESMAN* [C. A. [1891] 2 Ch. 289

And see SOLICITOR, *passim*.

6 & 7 Vict. c. 82 (*Evidence*), s. 5.

The s. deals only with the production of documents as ancillary to the examination of a witness. *BURCHARD v. MACFARLANE. Ex parte TINDALL* - C. A. [1891] 2 Q. B. 241

6 & 7 Vict. c. 86 (*London Hackney Carriages*). See METROPOLITAN POLICE DISTRICT—Hackney Carriages.

6 & 7 Vict. c. 96 (*Libel*), s. 5.

The s. does not create a new offence nor define an old one, and therefore an indictment need not follow the language of the section. *REG. v. MUNSLOW* - C. C. B. [1895] 1 Q. B. 758

STATUTES—continued.

1844.

7 & 8 Vict. c. 12 (*International Copyright*) See COPYRIGHT—International.

7 & 8 Vict. c. 32 (*Bank Charter*), s. 2. See PRACTICE—PAYMENT INTO COURT.

— ss. 10, 11, 12, 23, 24, 25, 29. See BANKER—Notes.

1845.

8 & 9 Vict. c. 16 (*Companies Clauses*).

Consideration of powers of companies governed by the Act to issue stock at a discount. *WEBB v. SHROPSHIRE RAILWAYS CO. C. A.* [1893] 3 Ch. 307

— ss. 14, 15.

Seem, that the provisions of these ss. as to stamps and statement of consideration are merely directory. *POWELL v. LONDON AND PROVINCIAL BANK* - C. A. [1893] 2 Ch. 555

— s. 65.

This s. does not create any lien or charge on the funds of a company for payment of promotion expenses. It only gives a right of action against the company. *CUTBILL v. SHROPSHIRE RAILWAYS CO.* - *Stirling J.* [1891] W. N. 65

— s. 135.

Service of a writ cannot be effected under the s. on a Scottish railway co. having part of its line in England. *PALMER v. CALEDONIAN RAILWAY CO.* - C. A. [1892] 1 Q. B. 523

8 & 9 Vict. c. 18 (*Lands Clauses*), ss. 10, 11.

The ss. considered with reference to a rent-charge payable in respect of a water-pipe wayleave. *In re LORD ERARD AND BEECHAN'S CONTRACT* - C. A. [1894] 3 Ch. 295

— s. 35.

See MANDAMUS.

— s. 68.

An easement taken under the Lands Clauses Act, 1845, is taken as "land," but the procedure for compensation is different from that when the soil is taken, and the remedy is under s. 68. *SCHOOL BOARD FOR LONDON v. SMITH* [Kekewich J. [1895] W. N. 37

— s. 69.

(A) No apportionment can be directed under this section. *In re ROBINSON'S SETTLEMENT TRUSTS* - *Chitty J.* [1891] 3 Ch. 129

(B) The s. is modified as to lands taken from a college or university by 21 & 22 Vict. c. 44 and 43 & 44 Vict. c. 46. *Ex parte KING'S COLLEGE, CAMBRIDGE (No. 2)* North J. [1891] 1 Ch. 677

— s. 79.

Meaning of person "in possession" in the s. considered. *GEYDE v. COMMISSIONERS OF H.M.'S WORKS AND PUBLIC BUILDINGS* [C. A. [1891] 2 Ch. 630

— s. 80.

A claim by the Charity Commissioners that purchase-money of property of a charitable corporation should not be paid out of Court without the Commrs.' consent is not adverse litigation within the section. *In re CLERGY ORPHAN CORPORATION* - C. A. [1894] 3 Ch. 145

STATUTES—continued.

8 & 9 Vict. c. 18, ss. 95, 96, 97.]

Compensation under these sections for the value of lands enfranchised must be calculated on their value when taken or when the conveyance is enrolled. *LOWTHER v. CALEDONIAN RAILWAY CO.*
[C. A. [1892] 1 Ch. 73]

— — — s. 121.

Limits of magistrate's jurisdiction under the s. considered.

(A) *REG. v. KENNEDY* - Div. Ct. [1893]
[1 Q. B. 533]

(B) *BEXLEY HEATH RAILWAY CO. v. NORTH*
[C. A. [1894] 2 Q. B. 579]

— — — s. 127.

A sale of superfluous lands with covenant to resell a portion is valid under the s. so far as relates to the parts sold absolutely. *RAY v. WALKER* - Div. Ct. [1892] 2 Q. B. 88

— — — s. 133.

(A) Where the landlord of houses taken under a special act pays rates and obtains a reduction of 25 per cent. the undertakers are not entitled to the reduction in computing the deficiency they must make up under the section. *VESTRY OF ST. LEONARD, SHOREDITCH v. LONDON COUNTY COUNCIL* - Div. Ct. [1895] 2 Q. B. 104

(B) A rlwy. had purchased houses outside the limits of deviation to avoid opposition:—*Held*, that the houses were "taken for the purposes of the works," and the rlwy. was liable under the s. for a consequent deficiency of the assessment, and that the deficiency must be computed on the rental of the houses when taken, and that the fact that some were then unoccupied was immaterial to the computation. *OVERSEERS OF PUTNEY v. LONDON AND SOUTH WESTERN RAILWAY CO.* - C. A. [1891] 1 Q. B. 440

8 & 9 Vict. c. 20 (*Railways Clauses*).

See RAILWAY—RAILWAYS CLAUSES ACT.

— — — s. 140.

See WATER—Supply under Waterworks Clauses Act. 11.

8 & 9 Vict. c. 70 (*Church Building*), s. 13.

Where part of the site of a church is consecrated, the whole freehold of the site vests, under this section, in the incumbent: the Eccles. Commrs. thereupon cease to be owners, and are not liable to contribute towards the cost of paving a new street. *PLUMSTEAD DISTRICT BOARD OF WORKS v. ECCLESIASTICAL COMMISSIONERS FOR ENGLAND* - Div. Ct. [1891] 2 Q. B. 361

8 & 9 Vict. c. 76 (*Stamp Duties*).

See DEATH DUTIES.

8 & 9 Vict. c. 106 (*Real Property*), s. 3.

The s. considered with reference to s. 3 of the Statute of Frauds. *WALLIS v. HANDS*

[Chitty J. [1893] 2 Ch. 75]

8 & 9 Vict. c. 109 (*Gaming*).

See GAMING—Validity of Betting and Gaming Transactions.

8 & 9 Vict. c. 118 (*Inclosure*), s. 105.

An award under the Act is not conclusive as to the title of the allottee. *JACOMB v. TURNER*

[Collins J. [1892] 1 Q. B. 47]

STATUTES—continued.

1846.

9 & 10 Vict. c. 46 (*County Court*).

The history of county courts considered with reference to s. 36 of the Solicitors Act, 1843, and s. 26 of the Solicitors Act, 1860. *REG. v. JUDGE OF BROMPTON COUNTY COURT AND VAGUE*

[Div. Ct. [1893] 2 Q. B. 195]

9 & 10 Vict. c. 66 (*Poor Law*).

See POOR—Settlement.

9 & 10 Vict. c. 93 (*Lord Campbell's Act*).

Joinder of causes of action in respect of several deaths by the same accident considered. *PENINSULAR AND ORIENTAL STEAM NAVIGATION CO. v. TSUNE KIJIMA* - J. C. [1895] A. C. 661

1847.

10 & 11 Vict. c. 14 (*Markets and Fairs Clauses*), s. 13.

(A) The s. considered with reference to s. 166 of the Public Health Act, 1875. *SPURLING v. BANTOFT* - Div. Ct. [1891] 2 Q. B. 384

(B) The exemption only extends to a pedlar whilst acting as such within the definition of s. 3 of the Pedlars Act, 1871. *WOOLWICH LOC. BD. v. GARDINER* - [1895] 2 Q. B. 497

10 & 11 Vict. c. 17 (*Waterworks Clauses*), ss. 6, 18.

The relations between undertakers of waterworks and mine-owners are governed by s. 18 and following sections, so that, although mines are land within s. 6, a mine-owner cannot obtain compensation for prospective injury from not being able at some future time to work his mines to their utmost. *HOLLIDAY v. CORPORATION OF WAKEFIELD* - H. L. (E.) [1891] A. C. 81

— — — s. 12.

The s. considered with reference to the extent of the statutory authority of a water company. *HARRISON v. SOUTHWARK AND VAUXHALL WATER CO.* - V. Williams J. [1891] 2 Ch. 409

— — — s. 28.

The s. does not empower a water co. to cut through the abutment of a bridge over a rlwy. and suspend from the girders its watermains without coming to an agreement with the owners of the bridge. *GLASGOW (LORD PROVOST, &C.) v. GLASGOW AND SOUTH WESTERN RAILWAY*
[H. L. (S.) [1895] A. C. 376]

Construction of the s. considered, *EAST MOLESEY LOCAL BOARD v. LAMBETH WATERWORKS CO.* - C. A. [1892] 3 Ch. 289

— — — s. 29.

Effect of incorporation of the s. in the Public Health Act, 1875, considered. *HILL v. WALLASEY LOCAL BOARD (No. 1)* - Kekewich J. [1892] 3 Ch. 117

HILL v. WALLASEY LOCAL BOARD (No. 2)

[C. A. [1894] 1 Ch. 133]

— — — ss. 70, 71.

The ss. do not entitle the company to recover except for the period during which premises are actually occupied. *EAST LONDON WATERWORKS CO. v. FOULKES* - Div. Ct. [1894] 1 Q. B. 819

[And see WATER—Supply under Waterworks Clauses Act.]

STATUTES—continued.

10 & 11 Vict. c. 27 (*Harbours, Docks, and Piers Clauses*), ss. 29, 33, 83, 84, 85.

Construction and effect of the ss. considered. LONDON ASSOCIATION OF SHIPOWNERS AND BROKERS v. LONDON AND INDIA DOCKS JOINT COMMITTEE
[C. A. [1892] 3 Ch. 242]

— s. 56.

Construction of the s. considered. ABROW SHIPPING Co. v. TYNE IMPROVEMENT COMMISSIONERS. THE "CRYSTAL" — H. L. (E.)
[1894] A. C. 508

10 & 11 Vict. c. 89 (*Town Police Clauses*), s. 32.

A fire brigade provided under the s. can exclude the public from premises on fire. CARTER v. THOMAS — Div. Ct. [1893] 1 Q. B. 673

— s. 33.

"Owner" in the s. is the person in receipt of the rack-rent, or who would be so if the lands were let at rack-rent. SALE v. PHILLIPS
[Div. Ct. [1894] 1 Q. B. 349]

— s. 66.

An order to pay a cab fare and costs can only be enforced as a civil debt under s. 35 of the Summary Jurisdiction Act, 1879. REG. v. KERSWILL — Div. Ct. [1895] 1 Q. B. 1

10 & 11 Vict. c. 96 (*Trustee Relief*).

See PRACTICE—PAYMENT INTO COURT—by Executors or Trustees. 2.

1848.

11 & 12 Vict. c. 43 (*Summary Jurisdiction*), s. 1.

The inclusion of two offences in one information is a "defect in substance" within the s., to which no objection can be taken. RODGERS v. RICHARDS — Div. Ct. [1892] 1 Q. B. 556

— s. 11.

The limitation imposed by the s. applies in the case of a daily penalty incurred for over six months. REG. v. SLADE. *Ex parte* SAUNDERS
[Div. Ct. [1895] 2 Q. B. 247]

— s. 11.

The s. applies to summonses for water rates under the Waterworks Clauses Act, 1847, and the Railway Clauses Act, 1845. EAST LONDON WATERWORKS Co. v. CHARLES
[Div. Ct. [1894] 2 Q. B. 730]

— ss. 17, 25.

Procedure on election to be tried by a jury considered. REG. v. BROWN
[C. C. R. [1895] 1 Q. B. 119]

— ss. 31, 32, 33.

See INTOXICATING LIQUORS—Licences.

11 & 12 Vict. c. 44 (*Justices' Protection*), s. 5.

The s. does not authorize the Court to intervene except where the magistrate has failed to do his duty. REG. v. LUSHINGTON. *Ex parte* OTTO
[Div. Ct. [1894] 1 Q. B. 420]

— ss. 8, 9.

"Words spoken" are not anything done by a justice within the section. ROYAL AQUARIUM AND SUMMER AND WINTER GARDENS SOCIETY v. PARKINSON — C. A. [1892] 1 Q. B. 431

11 & 12 Vict. c. 63 (*Public Health*), s. 2.

Meaning of "owner" in the s. considered. *In re* BARNEY. HARRISON v. BARNEY
[Stirling J. [1894] 3 Ch. 562]

STATUTES—continued.

11 & 12 Vict. c. 63, s. 83.

Considered with reference to the legality of interment in churches of cremated ashes. *In re* KERR — [Consist. Ct. of London [1894] P. 284]

11 & 12 Vict. c. 99 (*Inclosure*), s. 13.

An award under the Inclosure Acts made on the application of persons not interested in the land is not enforceable under the section. JACOMB v. TURNER — Collins J. [1892] 1 Q. B. 47

11 & 12 Vict. c. 111 (*Poor Law*).

See POOR—Settlement.

1849.

12 & 13 Vict. c. 14 (*Poor Rate*), s. 2.

The s. is still in full force, and can be used against a married woman. *In re* ELIZABETH ALLEN — Div. Ct. [1894] 2 Q. B. 924

12 & 13 Vict. c. 18 (*Petty Sessions*).

The Act considered with reference to s. 84 of the Local Government Act, 1888. *In re* COUNTY COUNCIL OF HEREFORDSHIRE AND TOWN COUNCIL OF BOROUGH OF LEOMINSTER — Div. Ct.
[1895] 1 Q. B. 43]

12 & 13 Vict. c. 26 (*Leases*).

Construction and effect of the Act considered with reference to leases not made in *bond fide* exercise of the powers given to a tenant for life by the Settled Land Acts, 1882 and 1890. DOWAGER DUCHESS OF SUTHERLAND v. DUKE OF SUTHERLAND — Romer J. [1893] 3 Ch. 169

12 & 13 Vict. c. 92 (*Cruelty to Animals*), s. 14.

Time is to be computed for the purposes of the s. by excluding the day on which the offence is alleged to have been committed. RADCLIFFE v. BARTHOLOMEW — Div. Ct. [1892] 1 Q. B. 161

— s. 29.

The s. does not apply to:—

(A) Lions kept in captivity. HARPER v. MARCKS
[Div. Ct. [1894] 2 Q. B. 319]

(B) Wild rabbits captured and kept for coursing. APLIN v. PORRITT — Div. Ct. [1893] 2 Q. B. 57

12 & 13 Vict. c. 163 (*Poor Law*), s. 16.

The s. constitutes the guardians ordinary, not preferential, creditors on the estate of the deceased pauper. LAVER v. BOTHAM & SONS
[Div. Ct. [1895] 1 Q. B. 59]

12 & 13 Vict. c. 106 (*Bankruptcy*), s. 125.

[*This Act was repealed by 32 & 33 Vict. c. 83, s. 20.*]

Meaning of "true owner," and "goods and chattels" in the s. considered. *In re* MILLS TRUSTS — C. A. [1895] 2 Ch. 564

1850.

13 & 14 Vict. c. 43 (*Chancery of Lancaster*), s. 15.

The s. must be strictly complied with. DUKE v. CLARKE — North J. [1894] W. N. 100

13 & 14 Vict. c. 57 (*Vestries*), ss. 6, 7.

See QTO WARRANTO.

STATUTES—continued.

13 & 14 Vict. c. 60 (*Trustee*), s. 2. (See now s. 50 of *Trustee Act*, 1893.)

(A) "Stock" includes shares not fully paid. *In re NEW ZEALAND TRUST AND LOAN CO.*

[C. A. [1893] 1 Ch. 403

(B) Trustees cannot be appointed under the s. to perform the duties of exors. *EATON v. DAINES*

[Kekewich J. [1894] W. N. 32

— s. 9. (See now s. 26 of the *Trustee Act*, 1893.)

Service of a vesting order on the heir dispensed with. *In re STANLEY'S TRUSTS*

[North J. [1893] W. N. 30

— s. 25. (See now s. 35 of the *Trustee Act* 1893.)

A vesting order can be made under the section: (A) Where stock stands in name of deceased trustee having no legal personal representative. *In re STOCKEN'S SETTLEMENT TRUSTS*

[Kekewich J. [1893] W. N. 203

(B) Where stock is standing in sole name of a deceased trustee whose personal representative is out of the jurisdiction. *In re TRUBEE'S TRUSTS*

[North J. [1892] 3 Ch. 55

13 & 14 Vict. c. 115 (*Friendly Societies*), s. 2 (1).

The s. is not affected by the provision of s. 2 of 14 Geo. 3, c. 48, requiring the name of the person for whose benefit a policy is effected to be inserted therein. *ATKINSON v. ATKINSON*

[Chitty J. [1895] W. N. 114 (3)

1851.

14 & 15 Vict. c. 36 (*Inhabited House Duty*).

See *HOUSE TAX*.

1852.

15 & 16 Vict. c. 24 (*Lord St. Leonards' Act*), s. 1. See *PROBATE—EXECUTION OF WILL*, 5, 7.

15 & 16 Vict. c. 51 (*Copyhold*), s. 45. See *COPYHOLD*, 4.

15 & 16 Vict. c. 55 (*Trustee*), s. 2. (But see now s. 50 of the *Trustee Act*, 1893.)

"Stock" in the s. includes shares not fully paid. *In re NEW ZEALAND TRUST AND LOAN CO.*

[C. A. [1893] 1 Ch. 403

15 & 16 Vict. c. 72 (*New Zealand Constitution*). Construction of Act considered with reference to powers of colonial legislature to subject to its tribunals persons not present in the colony. *ASHBURY v. ELLIS* - J. C. [1893] A. C. 339

15 & 16 Vict. c. 76 (*Common Law Procedure*), s. 210.

Distress for rent does not operate as a waiver of the landlord's right to proceed under the section. *THOMAS v. LULHAM* - C. A. [1895] 2 Q. B. 400

15 & 16 Vict. c. 81 (*County Rate*). See *COUNTY—Rate*.

15 & 16 Vict. c. 83 (*Patents*), s. 25. See *PATENT—Prolongation*, 2.

15 & 16 Vict. c. 85 (*Burials*), s. 32. See *BURIAL*, 1.

— s. 36. See *BURIAL*, 3.

STATUTES—continued.

15 & 16 Vict. c. 85, s. 44.

See *ECCLESIASTICAL LAW—Faculty*, 5.

15 & 16 Vict. c. lxxvii. (*City of London Court*), s. 39.

The jurisdiction given by the s. is not taken away by the County Courts Act, 1888. *KUTNER v. PHILLIPS* - Div. Ct. [1891] 2 Q. B. 267

1853.

16 & 17 Vict. c. 30 (*Certiorari*).

See *CRIMINAL LAW—Procedure*, 3.

16 & 17 Vict. c. 34 (*Income Tax*).

See *INCOME TAX, passim*.

16 & 17 Vict. c. 51 (*Succession Duty*).

See *DEATH DUTIES—Succession Duty*.

16 & 17 Vict. c. 97 (*Lunacy*), s. 54.

The s. was modified by ss. 62, 86 of the Local Government Act, 1888, as to the power of fixing the cost of maintenance of certain lunatics. *HOWLETT v. MAYOR, & C., OF MAIDSTONE*

[C. A. [1891] 1 Q. B. 110

16 & 17 Vict. c. 119 (*Betting*).

See *GAMING (AND BETTING)—Offences*.

16 & 17 Vict. c. 134 (*Burials*), s. 3.

The s. considered with reference to legality of interment of cremated ashes in churches. *In re KERE* - Consist. Ct. of London [1894] P. 284

16 & 17 Vict. c. 137 (*Charitable Trusts*), s. 17.

Consent of the Charity Commissioners under the s. held unnecessary to proceedings for an injunction by the master of an endowed school to restrain the persons who had the power to dismiss him from doing so without holding a meeting. *FISHER v. JACKSON*

North J. [1891] 2 Ch. 84

— s. 62.

The exemption in the s. applies to a chapel registered as a place of religious worship, but not to property held on a particular and specific trust for its endowment. *In re ST. JOHN STREET WESLEYAN METHODIST CHAPEL, CHESTER*

[Stirling J. [1893] 2 Ch. 618

And see *CHARITY—CHARITY COMMISSIONERS*.

— ss. 62, 66.

The ss. considered with reference to a charity partly maintained by voluntary subscriptions. *In re CLEGGY ORPHAN CORPORATION*

[C. A. [1894] 3 Ch. 145

1854.

17 & 18 Vict. c. 31 (*Railway and Canal Traffic*), s. 2.

Rights of railway co. under the s. as to closing a passenger station considered. *DARLASTON LOCAL BOARD v. LONDON AND NORTH WESTERN RAILWAY*

[C. A. [1894] 2 Q. B. 694

— s. 6.

The s. gives exclusive jurisdiction only as to complaints of violation of prior enactments. *BARRY RAILWAY CO. v. TAFF VALE RAILWAY CO.*

[C. A. [1895] 1 Ch. 128

— s. 7.

The s. does not include theft by servant of a co. without negligence on the part of the co., and therefore the co. can protect itself by a special

STATUTES—continued.

contract, although the same be not reasonable within the meaning of the Act. *SHAW v. GREAT WESTERN RAILWAY CO.*

[Div. Ct. [1894] 1 Q. B. 373]

And see RAILWAY AND CANAL COMMISSION.

17 & 18 Vict. c. 36 (*Bills of Sale*).

This Act considered with reference to mortgages and charges of incorporated companies. *In re STANDARD MANUFACTURING CO.*

[C. A. [1891] 1 Ch. 627]

And see BILL OF SALE.

17 & 18 Vict. c. 60 (*Cruelty to Animals*), s. 3.

The s. does not apply to:—

(A) Lions kept in captivity. *HARPER v. MARCKS*

[Div. Ct. [1894] 2 Q. B. 319]

(B) Wild rabbits caught and kept for coursing. *APLIN v. PORRITT* - Div. Ct. [1893] 2 Q. B. 67

17 & 18 Vict. c. 104 (*Merchant Shipping*), ss. 2, 318 (now ss. 271, 742 of the *Merch. Shipp. Act*, 1894).

An electric launch on an artificial lake is not a "ship" within s. 2, nor a "passenger steamer" within s. 318. *SOUTHPORT CORPORATION v. MORRIS*

[Div. Ct. [1893] 1 Q. B. 359]

— ss. 2, 458 (now ss. 546, 742 of the *Merch. Shipp. Act*, 1894).

Meaning of "ship" and "wreck" in these ss. considered. *THE GAS FLOAT WHITTON No. 2*

[Div. Ct. [1895] P. 301; C. A. [1895] W. N. 160 (2)]

— s. 21.

See SHIP—OWNER—Limitation of Liability.

— s. 50 (now s. 15 of *Merch. Shipp. Act*, 1894).

Effect of the s. considered. *THE "CELTIC KING"* - G. Barnes J. [1894] P. 175

— ss. 62, 63, 64, 103 (4).

See SHIP—SHARE.

— s. 69 (now s. 33 of *Merch. Shipp. Act*, 1894).

No part of the s. is repealed by s. 3 of the Act of 1862 (now s. 57 of the Act of 1894), but the meaning of the s. is explained. *BLACK v. WILLIAMS* - V. Williams J. [1895] 1 Ch. 408

— ss. 109, 243 (now ss. 260, 225 of *Merch. Shipp. Act*, 1894).

A steamer plying on the Mersey above the limits of the port of Liverpool is not a sea-going ship within s. 109, nor does s. 243 apply to its crew. *SALT UNION v. WOOD* Div. Ct. [1893] 1 Q. B. 370

— s. 171 (now ss. 132, 133 of the *Merch. Shipp. Act*, 1894).

Reduction of wages consequent on disrating is not a "deduction" within the s. *Per Jeune J.*: The word "forfeitures" in the Board of Trade form under the s. applies to forfeitures for offences under s. 243, and deductions to deductions under ss. 192, 228, sub-s. 4. *THE "HIGHLAND CHIEF"*

[Div. Ct. [1892] P. 76]

— s. 182.

Seemable, that the s. does not apply to a master. *THE "WILHELM TELL"* G. Barnes J. [1892] P. 337

— s. 353 (now s. 598 (2) of *Merch. Shipp. Act*, 1894).

"Qualified pilot" in the s. must be understood

STATUTES—continued.

to mean qualified to take charge of the class of ship in question. *STAFFORD v. DYER*

[Div. Ct. [1895] 1 Q. B. 566]

17 & 18 Vict. c. 104, s. 361.

See JUSTICES—Disqualification by Interest. 1.

— ss. 376, 379.

See SHIP — PILOTAGE — Compulsory Pilotage.

— s. 476 (now s. 565 of *Merch. Shipp. Act*, 1894).

The s. does not give Admiralty jurisdiction over such a structure as a gas float. *THE GAS FLOAT WHITTON No. 2* C. A. [1895] W. N. 160 (2)

— s. 506 (now s. 503 (3) of *Merch. Shipp. Act*, 1894).

A second collision with a third vessel following closely on collision between two vessels held to have arisen on a distinct occasion within the section. *THE "SCHWAN," THE "ALBANO"*

[C. A. [1892] P. 419]

17 & 18 Vict. c. 113 (*Locke King's Act*).

What constitutes evidence of contrary intention within the statute considered.

(A) *In re CAMPBELL. CAMPBELL v. CAMPBELL* (No. 1) - Kekewich J. [1893] 2 Ch. 206

(B) *In re ANTHONY. ANTHONY v. ANTHONY* [Kekewich J. [1892] 1 Ch. 450]

17 & 18 Vict. c. cxxiv. (*Bradford Waterworks*), s. 49.

Effect of the s. considered. *MAYOR, &C., OF BRADFORD v. PICKLES H. L. (K.)* [1895] A. C. 587

1855.

18 & 19 Vict. c. 43 (*Infants' Settlements*), s. 1.

The interest of an infant under her mother's will at the time of her marriage is "property in expectancy" within the section, and falls within a covenant to settle after-acquired property. *In re JOHNSON. MOORE v. JOHNSON*

[North J. [1891] 3 Ch. 48]

— ss. 1, 2.

A general appointment made under s. 1 by an infant with the sanction of the Court for the purposes of a marriage settlement is absolute, and the property becomes, subject to the settlement, the property of the infant. If the infant dies under age the appointment is still good unless the infant be tenant in tail, in which case it is void under s. 2. *In re SCOTT. SCOTT v. HANBURY*

[North J. [1891] 1 Ch. 298]

18 & 19 Vict. c. 111 (*Bill of Lading*), s. 1.

The s. considered. *BRISTOL AND WEST OF ENGLAND BANK v. MIDLAND RAILWAY CO.*

[C. A. [1891] 2 Q. B. 653]

18 & 19 Vict. c. 120 (*Metropolis Management*).

See LONDON COUNTY—*passim*.

18 & 19 Vict. c. 121 (*Nuisances Removal*), ss. 8, 11, 12.

[This Act is repealed by the *Public Health (London) Act*, 1891; and see LONDON COUNTY—NUISANCES AND SANITATION.]

18 & 19 Vict. c. 122 (*Metropolitan Building*).

[This Act is repealed by the *London Building Act*, 1894; and see LONDON COUNTY—BUILDINGS, *passim*.]

STATUTES—continued.

18 & 19 Vict. c. 124 (*Charitable Trusts*), s. 29.

(A) A lease by the trustees of a charity for more than twenty-one years without the approval of the Charity Commrs. under the s. is absolutely void. *BISHOP OF BANGOR v. PARRY*

[Charles J. [1891] 2 Q. B. 277

(B) The consent of the Charity Commissioners is not necessary for the sale of land held on trust for the general purposes of a charity. *GOVERNORS OF THE CHARITY FOR THE RELIEF OF THE POOR WIDOWS AND CHILDREN OF CLERGYMEN AND SKINNER* - - North J. [1893] 1 Ch. 178

1856.

19 & 20 Vict. c. 47 (*Joint Stock Companies*).

The jurisdiction to alter the memorandum of association under the Companies (Memorandum of Association) Act, 1890, does not extend to companies registered only under the Act of 1856. *In re GENERAL CREDIT CO.* - - Romer J.

[1891] W. N. 153

19 & 20 Vict. c. 60 (*Mercantile Law (S.)*), s. 6.

Meaning of "cautionary obligation" in the s. considered. *WALLACE v. GIBSON*

[H. L. (S.) [1895] A. C. 354

19 & 20 Vict. c. 79 (*Bankruptcy (S.)*), s. 102.

The s. does not vest in the trustee for creditors heritable estate vested in the bankrupt in trust for the true owners. *HERITABLE REVERSIONARY CO. v. MILLER* - - H. L. (S.) [1892] A. C. 598

— — — s. 152.

The Court of Session has power under the s. to revive a sequestration after both the bankrupt and his trustee have been discharged. *WHYTE v. NORTHERN HERITABLE SECURITIES INVESTMENT CO.* - - H. L. (S.) [1891] A. C. 608

19 & 20 Vict. c. 97 (*Mercantile Law*), s. 5.

(A) Rights of co-sureties under the s. considered. *In re PARKER. MORGAN v. HILL*

[C. A. [1894] 3 Ch. 400

(B) Meaning of "co-debtors" in the s. considered. *THE "ENGLISHMAN" AND "AUSTRALIA"*

[Bruce J. [1895] P. 212

— — — s. 14.

See *PARTNERSHIP—Liabilities*. 9.

19 & 20 Vict. c. 112 (*Metropolis Management*), s. 8.

See *LONDON COUNTY—AUTHORITIES—Vestries and District Boards*.

1857.

20 & 21 Vict. c. 43 (*Justices*), s. 2.

(A) "Transmit" in the s. includes lodging in the Crown Office. *ASPINALL v. SUTTON*

[Div. Ct. [1894] 2 Q. B. 349

(B) Service of written notice of appeal on the respondent together with a copy of the special case is a condition precedent under the s. to the jurisdiction to hear the appeal. *EDWARDS v. ROBERTS* - - Div. Ct. [1891] 1 Q. B. 302

20 & 21 Vict. c. 57 (*Married Woman—Malins' Act*).

The words "any personal estate whatsoever" in this Act include a legal *chose in action*, and

STATUTES—continued.

are not confined to equitable *chooses in action*. *WITHERBY v. RACKHAM*

[Chitty J. [1891] W. N. 57

20 & 21 Vict. c. 57.

"Instrument" explained in *In re ELCOM. LAYBORN v. GROVER-WRIGHT*

[O. A. [1894] 1 Ch. 303

20 & 21 Vict. c. 77 (*Probate*), s. 24.

An order can be made under this section directing attesting witnesses to attend to be examined as to the execution of a will. *IN THE GOODS OF STEPHEN SWEET JEUNE J.* [1891] P. 400

— — — s. 26.

An order can be made under this s. ordering the executors and solicitor of a deceased testatrix to bring into the registry all wills and testamentary papers of the deceased in their possession, and to allow persons who believed themselves to have been benefited by them to take copies. *IN THE GOODS OF SHEPHERD - JEUNE J.* [1891] P. 323

— — — ss. 51–58.

Construction of these ss. considered. *COPELAND v. SIMISTER* - - Div. Ct. [1893] P. 16

— — — s. 73.

See *PROBATE—GRANT OF ADMINISTRATION; Administration ab intestato; Administration with Will Annexed*. 4, 10, 12.

— — — s. 81.

The s. considered with reference to the form and construction of administration bonds. *DOBBS v. BRAIN* - - C. A. [1892] 2 Q. B. 207

— — — ss. 105, 113.

A compensation annuity granted under the ss. to a proctor on the abolition of exclusive privileges is assignable. *BLAKE v. HALSE*

[Chitty J. [1892] W. N. 143

And see *PROBATE, passim*.

20 & 21 Vict. c. 81 (*Burial*), s. 23.

A faculty is necessary for carrying out an O. in C. issued under the s. directing the removal of human remains.

(A) *RECTOR, & CO., OF ST. MARY-AT-HILL v. PARISHIONERS OF SAME* - Consist. Ct. of London [1892] P. 394

(B) *RECTOR, & CO., OF ST. MICHAEL BASSISHAW v. PARISHIONERS OF SAME* - Consist. Ct. of London [1893] P. 233

— — — s. 36.

The repair of a church is a parochial purpose within the section. *REG. v. VESTRY OF ST. MARYLEBONE* - - C. A. [1895] 1 Q. B. 771

20 & 21 Vict. c. 85 (*Matrimonial Causes*), s. 17.

This s. does not take away the jurisdiction of the Court to grant alimony where the decree for separation is made at the suit of the husband. *GOODDEN v. GOODDEN* - - C. A. [1892] P. 1

— — — s. 21.

(A) The s. does not apply to property to which a married woman was entitled before obtaining a protection order. *HILL v. COOPER*

[C. A. [1893] 2 Q. B. 85

(B) An order obtained under the s. by false statements, concealment of material facts, and without notice to the husband, is invalid. *MAHONEY v. MCCARTHY JEUNE J.* [1892] P. 21

STATUTES—continued.

20 & 21 Vict. c. 85, ss. 30, 33, 59.

See DIVORCE—CONDONATION. 2.

DIVORCE—COLLUSION.

— s. 31.

Proper mode of exercise of discretion under the s. considered.

(A) BEAUCLEERK v. BEAUCLEERK

[C. A. [1891] P. 189

(B) DUPLANY v. DUPLANY

— *Jeune J.*

[1892] P. 53

(C) WHITWORTH v. WHITWORTH

— *G. Barnes J.*

[1893] P. 85

— s. 32.

(A) The difference between this s. and the power given by the Matrimonial Causes Act, 1866, considered. HANBURY v. HANBURY (No. 2)

[*Jeune Pres.* [1894] P. 102; C. A. [1894] P. 315;

[H. L. (E.) [1895] A. C. 417

(B) Effect of the s. considered. WATERHOUSE v. WATERHOUSE

— C. A. [1893] P. 284

— s. 35.

(A) An order may be made under the s. for the maintenance of children over sixteen. THOMASSET v. THOMASSET

— C. A. [1894] P. 295

(B) Powers of the Court under the s. considered. MIDWINTER v. MIDWINTER (No. 1)

[C. A. [1892] P. 28

— s. 45.

(A) Provision for children over 16 years can be granted under this s. where the wife is guilty. MIDWINTER v. MIDWINTER (No. 2)

[*Jeune Pres.* [1893] P. 93

(B) The Court has no jurisdiction under the s. except in cases where it has itself pronounced a final decree. MOORE v. BULL

— *Jeune J.*

[1891] P. 279

— s. 51.

(A) The s. and the Divorce Court rules give a discretion as to costs in divorce cases. RUSSELL v. RUSSELL (No. 1)

— C. A. [1892] P. 152

(B) In certain cases under the Legitimacy Declaration Act. BAIN v. ATTORNEY-GENERAL

[C. A. [1892] P. 261

See DIVORCE—COSTS.*And see* DIVORCE, *passim*.20 & 21 Vict. c. clvii. (*Mayor's Court of London*), s. 8.

This s. is not repealed by O. LIX. rr. 10, 17, of the R. S. C. 1883. MORGAN v. BOWLES

[Div. Ct. [1894] 1 Q. B. 236

1858.21 & 22 Vict. c. 44 (*Universities Estates*), ss. 27, 28.(A) The consent of the Board of Agriculture is necessary to the application of proceeds of sale of college lands. *Ex parte* KING'S COLLEGE, CAMBRIDGE (No. 1)— *North J.* [1891] 1 Ch. 333(B) Such consent should be evidenced as directed by s. 27. Effect of ss. 27 and 28 as to widening the investments allowed by s. 69 of the Lands Clauses Act considered. *Ex parte* KING'S COLLEGE, CAMBRIDGE (No. 2)— *North J.*

[1891] 1 Ch. 677

STATUTES—continued.21 & 22 Vict. c. 90 (*Medical Practitioners*), s. 29.

What is "infamous conduct" within the s. considered. ALLINSON v. GENERAL MEDICAL COUNCIL

— C. A. [1894] 1 Q. B. 750

21 & 22 Vict. c. 93 (*Legitimacy Declaration*).

There is jurisdiction under the Act to condemn an intervener in costs. BAIN v. ATTORNEY-GENERAL

— C. A. [1892] P. 261

21 & 22 Vict. c. xii. (*Merthyr Tydfil Water*), ss. 63, 71.

The ss. considered with reference to the assessment of the annual value of the waterworks. MERTHYR TYDFIL LOCAL BOARD OF HEALTH v. ASSESSMENT COMMITTEE OF MERTHYR TYDFIL UNION

— Div. Ct. [1891] 1 Q. B. 186

21 & 22 Vict. c. cxlix. (*Clyde Navigation*), s. 76.

Construction of the s. considered. TRUSTEES OF THE CLYDE NAVIGATION v. LORD BLANTYRE

[H. L. (S.) [1893] A. C. 703

1859.22 & 23 Vict. c. 17 (*Vexatious Indictments*).

Effect of the Act as limited by 30 & 31 Vict. c. 35, s. 1, considered. REG. v. BROWN

[C. C. R. [1895] 1 Q. B. 119

22 & 23 Vict. c. 49 (*Poor Law*), s. 4.

An application to tax costs is not a commencement of proceedings within the section. MIDLAND RAILWAY v. GUARDIANS OF EDMONTON UNION

[H. L. (E.) [1895] A. C. 485

And see POOR—GUARDIANS.22 & 23 Vict. c. 61 (*Matrimonial Causes*), s. 4.

The Court under the s. can give the divorced spouse access to the children. HANDLEY v. HANDLEY

— C. A. [1891] P. 124

— s. 5.

(A) The s. does not give jurisdiction to vary settlements in the case of a marriage dissolved abroad. MOORE v. BULL

— *Jeune J.* [1891] P. 279

(B) The s. authorizes variation of a settlement made in Scotland by parties there domiciled at the date of the marriage. FORSYTH v. FORSYTH

[*Jeune J.* [1891] P. 363*See* DIVORCE—SETTLEMENTS.22 & 23 Vict. c. cxxxiii. (*Watermen's and Lightermen's Company*).*See* WATERMEN'S AND LIGHTERMEN'S COMPANY.**1860.**23 & 24 Vict. c. 90 (*Excise*), s. 14.

A licence under the s. is not necessary for selling game killed abroad. PUDNEY v. ECCLES

[Div. Ct. [1893] 1 Q. B. 52

[*But see now the Customs and Inland Revenue Act, 1893* (56 & 57 Vict. c. 7), s. 2.]23 & 24 Vict. c. 126 (*Common Law Procedure*), s. 1.

History and effect of the s. considered. HARE v. ELMS

— Div. Ct. [1893] 1 Q. B. 604

— s. 17.

The decision of a judge under O. LVII., r. 9, in interpleader proceedings, without directing an

STATUTES—continued.

issue or stating a special case, is a summary decision within the s., and is not subject to appeal. *In re TARN* - - - C. A. [1893] 2 Ch. 280

23 & 24 Vict. c. 127 (*Solicitors*), s. 26.

A county court has no jurisdiction under the s. to commit for contempt an unqualified person who acts as a solicitor. *REG. v. JUDGE OF BROMPTON COUNTY COURT* - - Div. Ct. [1893] 2 Q. B. 195

— s. 28.

(A) Effect of the s. considered. *SCHOLEY v. PEEK* - - - *Romer J.* [1893] 1 Ch. 709

(B) The provision in the s. avoiding conveyances made to defeat a charging order "unless made to a *bonâ fide* purchaser without notice," means without notice of the solicitor's right to a lien, and not without notice of the existence of a charging order. *COLE v. ELEY*

[C. A. [1894] 2 Q. B. 350

And see SOLICITOR—LIEN. 2, 3, 5, 9.

23 & 24 Vict. c. 136 (*Charitable Trusts*), s. 4.

When once the trustees of a charity make formal application to the Commrs. for a scheme, the jurisdiction of the Commrs. attaches absolutely to the charity, and cannot be put an end to by the withdrawal of the application before the scheme is completed. *In re POOR LANDS CHARITY, BETHNAL GREEN*

[Chitty J. [1891] 3 Ch. 400

23 & 24 Vict. c. 144 (*Matrimonial Causes*), s. 6.

Effect of the s. considered. *MIDWINTER v. MIDWINTER* (No. 1) - - - C. A. [1892] P. 28

— s. 7.

Powers of the Court as to costs under the s. considered.

(A) *TAPLEN v. TAPLEN* *Collins J.* [1891] P. 283

(B) *ROGERS v. ROGERS* *Jeune Pres.* [1894] P. 161

1861.

24 Vict. c. 10 (*Admiralty Court*), s. 5.

The s. considered. *THE "MECCA"*

[C. A. [1895] P. 95

— s. 7.

In the s. "damages" include personal injuries, caused by those in charge of the ship using the ship as an instrument. *THE "THETA"*

[Bruce J. [1894] P. 280

— s. 8.

Powers of the Court under the s. considered. *THE "HERKWARD"* - - Bruce J. [1895] P. 284

— s. 34.

The s. gives no power to order the counter-claimant *in rem* to an action *in personam* to give security. *THE "ROUGE MONT"*

[G. Barnes J. [1893] P. 275

24 & 25 Vict. c. 96 (*Larceny*), s. 44.

Meaning of "menace" considered. *REG. v. TOMLINSON* - - - C. C. R. [1894] 2 Q. B. 706

— ss. 68, 75.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY.

— s. 95.

See CRIMINAL LAW—PROCEDURE.

— s. 100.

The s. does not affect the title of a purchaser in good faith and without notice from a person

STATUTES—continued.

having possession under a purchase and hire agreement, who is subsequently convicted of larceny of the hired goods. *PAYNE v. WILSON*

[1895] 1 Q. B. 653:

[*revers.* C. A. [1895] 2 Q. B. 537

See also CRIMINAL LAW—OFFENCES AGAINST PROPERTY, *passim*.

And see FACTOR—HIRING AGREEMENT.

24 & 25 Vict. c. 90 (*Coinage Offences*), ss. 9, 12.

"Conviction" in the ss. means only the finding by a jury of a verdict of guilty or a plea of guilty. *REG. v. BLABY* - - - C. C. R. [1894] 2 Q. B. 170

24 & 25 Vict. c. 100 (*Offences against the Person*), s. 18.

The application of the s. considered. *REG. v. DUCKWORTH* - - - C. C. R. [1892] 2 Q. B. 83

— s. 43.

41 & 42 Vict. c. 19 does not authorize an appeal from a conviction under the section. *LEWIN v. LEWIN* - - - *Jeune J.* [1891] P. 253

And see DIVORCE—SEPARATION.

— s. 45.

The s. does not extend to relieve a master from civil proceedings for assault committed by his servant in the scope of his employment by reason of the punishment of the servant. *DYER v. MUNDAY* - - - C. A. [1895] 1 Q. B. 742

And see CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 1.

1862.

25 & 26 Vict. c. 63 (*Merchant Shipping*), s. 3 (now s. 57 of the *Merchant Shipping Act*, 1894).

The s. does not repeal, but only explains s. 33 of the Act of 1854 (now s. 33 of the Act of 1894). *BLACK v. WILLIAMS*

[V. Williams J. [1895] 1 Ch. 408

— s. 18 (now s. 156 of the *Merch. Act*, 1894).

Semble, that the s. does not apply to a master. *THE "WILHELM TELL"* *G. Barnes J.* [1892] P. 337

— s. 54 (now s. 503 of the *Merch. Shipp. Act*, 1894).

See SHIP—OWNER—Limitation of Liability.

SHIP—COLLISION.

— s. 72 (now s. 496 of the Act of 1894).

Meaning of "legal proceedings" and "owner of goods" in this s. considered. *FURNESS, WITBY & Co. v. W. N. WHITE & Co.*

[H. L. (E.) [1895] A. C. 40

25 & 26 Vict. c. 68 (*Copyright*), s. 1.

The "author" within the s. of a photograph is the person who generally controls the operation, and not the person who performs the manual operations under his directions. *MELVILLE v. MIRROR OF LIFE Co.*

[Kekewich J. [1895] 2 Ch. 531

— s. 4.

Registration of English copyright in a foreign work is not necessary before suing for infringement. *HANFSTAENGL ART PUBLISHING Co. v. HOLLOWAY* - - - *Charles J.* [1893] 2 Q. B. 1

STATUTES—continued.

25 & 26 Vict. c. 68, s. 6.

"Any other person" in the s. means any person other than the author, and includes the person photographed if not the author. *MELVILLE v. MIRROR OF LIFE CO.*

[Kekewich J. [1895] 2 Ch. 531

And see COPYRIGHT, *passim*.25 & 26 Vict. c. 89 (*Companies*), s. 4.

Though an association of more than twenty persons if unregistered is prohibited by this s., a member thereof may be convicted of embezzlement of moneys belonging thereto. *REG. v. TANKARD* - - C. C. R. [1894] 1 Q. B. 548

— — — s. 6.

An infant is a "person" within the s. *In re LAXON & CO. (No. 2)*

[V. Williams J. [1893] 2 Ch. 553

— — — ss. 8, 9, 14.

Effect of the s. considered with reference to powers of a co. limited by guaranty to divide the interests of its members into transmissible shares. *MALLESON v. GENERAL MINERAL PATENTS SYNDICATE, LD.* - - North J. [1894] 3 Ch. 538

— — — ss. 16, 50.

The ss. preclude a co. from contracting itself out of the power to alter its articles. *MALLESON v. NATIONAL INSURANCE AND GUARANTEE CORPORATION* - - North J. [1894] 1 Ch. 300

— — — s. 18.

The certificate given by the registrar under the s. is not conclusive that all the requisitions of the Act as to incorporation have been complied with. *In re NATIONAL DEBENTURE AND ASSETS CORPORATION* - C. A. [1891] 2 Ch. 505

— — — s. 23.

See COMPANY—WINDING-UP—CONTRIBUTORY.

— — — s. 26.

An application to a magistrate for a summons against a company to recover penalties for default in forwarding a list of its members to the Registrar of Joint Stock Companies as required by this s. is a criminal proceeding. Therefore, the judgment of the Q. B. Div. on an application for a mandamus directing the magistrate to hear the summons is a judgment in a "criminal cause or matter" within s. 47 of the Judicature Act, 1873, and no appeal lies therefrom to the Court of Appeal. *REG. v. TYLER AND INTERNATIONAL COMMERCIAL CO.* - C. A. [1891] 2 Q. B. 588

— — — s. 31.

A certificate issued under the s. estops the co. from denying the title of the person named therein to the shares described therein. *BALKIS CONSOLIDATED CO. v. TOMKINSON*

[H. L. (E.) [1893] A. C. 396

— — — s. 35.

Jurisdiction of Court to order a company to pay damages considered.

(A) *In re OTTOS KOPJE DIAMOND MINES*

[O. A. [1893] 1 Ch. 618

(B) *BALKIS CONSOLIDATED CO. v. TOMKINSON*

[H. L. (E.) [1893] A. C. 396

— — — s. 38, sub-s. 4.

The s. considered. *In re EDDYSTONE MARINE INSURANCE CO.* - - C. A. [1893] 3 Ch. 9

STATUTES—continued.

25 & 26 Vict. c. 89, ss. 51, 129, Sched. I., Table A, r. 48.

Mode of counting proxies on voting on a resolution where no poll is demanded considered. *In re BIDWELL BROTHERS*

[V. Williams J. [1893] 1 Ch. 603

— — — s. 67.

See COMPANY—DIRECTORS.

— — — s. 69.

Where a winding-up order is made the plaintiffs in a debenture-holder's action are entitled under the s. to security for the costs of any counter-claim made by the company in the action. *STRONG v. CARLYLE PRESS (No. 2)*

[V. Williams J. [1893] W. N. 51

— — — s. 74.

Meaning of "contributory" considered. *In re MACDONALD, SONS & CO.* C. A. [1894] 1 Ch. 89

— — — s. 75.

See COMPANY—CALLS.

— — — s. 79, sub-s. 5.

Effect of the words "just and equitable" considered.

(A) *In re PIONEERS OF MASHONALAND.*

[V. Williams J. [1893] 1 Ch. 731

(B) *In re THE VARIETIES, LD.*

[V. Williams J. [1893] 2 Ch. 235

— — — ss. 81, 141.

See COMPANY—WINDING-UP—JURISDICTION. 9.

— — — s. 82.

The holder of a bill of the co. which has not matured is not a "creditor" within the section. *In re W. POWELL & SONS* - V. Williams J.

[1893] W. N. 94

— — — s. 85.

The jurisdiction of the Ch. Div. under the s. is not affected by the Companies (Winding-up) Act, 1890. *In re GENERAL SERVICE CO-OPERATIVE STORES* - - C. A. [1891] 1 Ch. 496

— — — s. 87.

See COMPANY—WINDING-UP—Debenture holder.

— — — ss. 87, 163.

A Scotch sequestration (in the nature of distress for rent) comes within the danger of the s.; leave may be given to proceed with the sequestration under s. 87 on terms. *In re WANZER, LD.*

[North J. [1891] 1 Ch. 305

— — — ss. 98, 153.

The ss. considered. *In re ONWARD BUILDING SOCIETY* - - C. A. [1891] 2 Q. B. 463

— — — ss. 98, 164.

A county court judge has no jurisdiction in a winding-up to decide questions of title to property between the co. and a stranger which arose before the winding-up order. *In re ILKLEY HOTEL CO.*

[Div. Ct. [1893] 1 Q. B. 248

— — — ss. 101, 102.

A balance order made under these ss. for calls made before or in the winding-up of a limited company is not a "judgment" on which an action can be maintained. *WESTMORELAND GREEN AND BLUE SLATE CO. v. FEILDEN*

[C. A. [1891] 3 Ch. 15

STATUTES—continued.

25 & 26 Vict. c. 89, s. 102.

(A) An immediate call may be made by the liquidator under the s. on holders of shares under a contract for payment by instalments. *In re* CORDOVA UNION GOLD CO.

[Kekewich J. [1891] 2 Ch. 580

(B) The power of the liquidator under the s. to make calls supersedes that possessed by the directors under the constitution of the co. *FOWLER v. BROAD'S PATENT NIGHT LIGHT CO.*

[V. Williams J. [1893] 1 Ch. 724

— ss. 110, 144.

Construction and application of the ss. considered. *In re* NEW YORK EXCHANGE CO.

[Kekewich J. [1893] 1 Ch. 371

— s. 111.

An order under the s. dissolving a co. is an absolute bar to an action by a creditor seeking to make directors liable for paying dividends out of capital but not alleging fraud. *COXON v. GOEST* - - - Chitty J. [1891] 2 Ch. 73

— s. 115.

The mode of requiring the attendance of a witness for examination under the s. is by summons in chambers and not by subpoena. *In re* WESTMORELAND GREEN AND BLUE SLATE CO.

[Kekewich J. [1892] W. N. 2

And see COMPANY—WINDING-UP—EXAMINATION OF WITNESSES.

— s. 122.

An order of the C. A. is enforceable in Scotland under the section. *In re* QUEENSLAND MERCANTILE AND AGENCY CO. *Ex parte* UNION BANK OF AUSTRALIA (No. 2) North J. [1891] W. N. 132

— s. 124.

This s. regulates the right of appeal under the Joint Stock Companies Arrangement Act, 1870. *In re* SECURITIES INSURANCE CO.

[C. A. [1894] 1 Ch. 410

— s. 129.

See COMPANY—WINDING-UP—VOLUNTARY WINDING-UP. 6.

— ss. 133, sub-s. 5, 139.

A co. in voluntary liquidation can in general meeting elect directors and sanction enforcement of calls and forfeiture of shares. *In re* FAIRBANKS ENGINEERING CO. LADD'S CASE

[North J. [1893] 3 Ch. 450

— sub-s. 8.

See COMPANY—WINDING-UP—VOLUNTARY WINDING-UP. 4.

— ss. 138, 163.

See COMPANY—WINDING-UP—VOLUNTARY WINDING-UP. 9.

— s. 145.

(A) Notwithstanding the powers of the Companies (Winding-up) Act, 1890, a creditor is not entitled to an order for the compulsory winding-up of a company which has resolved to wind up voluntarily unless he can shew as provided by the above s. that his rights will be prejudiced by the voluntary winding-up. *In re* RUSSELL, CORNER & Co. - North J. [1891] 3 Ch. 171

(B) Scope of the s. considered. *In re* MEDICAL BATTERY CO. V. Williams J. [1894] 1 Ch. 444

STATUTES—continued.

25 & 26 Vict. c. 89, s. 151.

Under the s. the Court may by restrictions imposed on the freedom allowed to a liquidator make a supervision order almost equivalent to a compulsory order, or *vice versa*. *In re* W. WATSON & SONS, LD. - Chitty J. [1891] 2 Ch. 55

— s. 161.

A company may exclude the operation of the s. in the event of a sale of its undertaking to another co. for shares in the latter. *COTTON v. IMPERIAL AND FOREIGN AGENCY AND INVESTMENT CORPORATION* - Chitty J. [1892] 3 Ch. 454

— s. 164.

Comparison between this s. and s. 48 of the Bankruptcy Act, 1883. A set-off of mutual debts within three months of liquidation is a fraudulent preference within the s. in the case of winding-up. *In re* WASHINGTON DIAMOND MINING CO.

[C. A. [1893] 3 Ch. 95

— s. 165.

Meaning and effect of the s. considered. *ARCHER'S CASE* - C. A. [1892] 1 Ch. 322

[The s. is repealed by the Companies (Winding-up) Act, 1890, and s. 10 of that Act substituted.]

— s. 180.

See COMPANY—REGISTRATION. 5.

25 & 26 Vict. c. 101 (Police and Improvements (S.)), s. 162.

"Regular line of street" in the s. means the line of the buildings forming the street, and not a line indicating that part of the street which is dedicated to the public as highway. *SCHULZE v. CORPORATION OF GALASHIELS*

[H. L. (S.) [1895] A. C. 666

25 & 26 Vict. c. 102 (Metropolis Management), s. 75.

See LONDON COUNTY—BUILDINGS; LONDON COUNTY—STREETS AND HIGHWAYS.

25 & 26 Vict. c. 103 (Parochial Assessment).

The object and scope of the Act considered. *CHURCHWARDENS, &c., OF WEST HAM v. FOURTH CITY MUTUAL BENEFIT BUILDING SOCIETY*

[Div. Ct. [1892] 1 Q. B. 654

And see RATE.

1893.

26 & 27 Vict. c. 41 (Innkeepers), s. 1.

See INNKEEPER.

26 & 27 Vict. c. 65 (Volunteers), s. 26.

Exemption of volunteer quarters from poor-rates is not limited to such part as is a store-house within the section. *PEARSON v. ASSESSMENT COMMITTEE OF HOLBORN UNION*

[Div. Ct. [1893] 1 Q. B. 399

26 & 27 Vict. c. 87 (Savings Banks), ss. 6, 11.

The president of a savings bank who had attended only one meeting held not liable within the s. for neglect of the rules as to examining accounts. *MARQUIS OF BUTE'S CASE*

[Stirling J. [1892] 2 Ch. 100

26 & 27 Vict. c. 117 (Nuisances, Removal), s. 2.

An owner consigning bad meat to market cannot be convicted under the s. if his agent has not exposed the meat for sale. *BARLOW v. TERRETT* - - Div. Ct. [1891] 2 Q. B. 107

STATUTES—continued.

26 & 27 Vict. c. 118 (*Companies Clauses*), s. 21.

The s. applies only to debentures issued under the same special Act, and not to all debentures issued by the same co. *In re MERSEY RAILWAY Co.* - - - C. A. [1895] 2 Ch. 287

1864.

27 & 28 Vict. c. 18 (*Evidence*), s. 8.

See CRIMINAL LAW—EVIDENCE. 4.

27 & 28 Vict. c. 39 (*Union Assessment Committee*), s. 1.

The s. does not affect s. 18 of the Union Assessment Committee Act, 1862. *ASSESSMENT COMMITTEE OF REIGATE UNION v. SOUTH EASTERN RAILWAY Co.* - Div. Ct. [1894] 1 Q. B. 411

— s. 2.

Compliance with the s. is a condition precedent to the right of an assessment committee to costs of an appeal out of the funds of the union. *REG. v. ESSEX JUSTICES* C. A. [1895] 1 Q. B. 38

— s. 6.

The s. does not affect the jurisdiction of justices under 16 Geo. 2, c. 18, s. 1.

(A) *REG. v. BOLINGBROKE* - Div. Ct. [1893] 2 Q. B. 347

(B) *Ex parte OVERSEERS OF WORKINGTON*

[C. A. [1894] 1 Q. B. 416]

27 & 28 Vict. c. 55 (*Metropolitan Police*).

This Act does not repeal s. 77 of the Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47). *REG. v. HOPKINS* - Div. Ct. [1893] 1 Q. B. 621

27 & 28 Vict. c. 112 (*Judgments*).

History and effect of Act considered. *JAY v. JOHNSTONE* - C. A. [1893] 1 Q. B. 189

— s. 1.

The s. applies to a remainder in real estate to a married woman, contingent on her having no children. *HOOD BARRS v. CATHCART* (No. 5)

[North J. [1895] 2 Ch. 411]

27 & 28 Vict. c. 114 (*Improvement of Land*), ss. 60, 66.

The ss. considered with reference to the Settled Land Acts, 1882 and 1887. *In re HOWARD'S SETTLED ESTATES* Stirling J. [1892] 2 Ch. 233

1865.

28 & 29 Vict. c. 78 (*Mortgage Debentures*), s. 10.

The Court cannot order the registrar to deliver up securities deposited with him under the s. unless they have been redeemed or sold. *SOMERSET v. LAND SECURITIES Co.*

[C. A. [1894] 3 Ch. 404]

28 & 29 Vict. c. 83 (*Locomotives*), s. 7.

See LOCOMOTIVE.

28 & 29 Vict. c. 86 (*Borill's Act*), ss. 1, 5.

See BANKRUPTCY.

PARTNERSHIP—Contract. 5.

28 & 29 Vict. c. 121 (*Salmon Fisheries*).

See FISHERY—SALMON AND FRESH-WATER. 1.

28 & 29 Vict. c. ccl. (*Newcastle-on-Tyne Improvement*).

Consideration of the powers of the Newcastle Corporation under the Act. *MAYOR OF NEWCASTLE-UPON-TYNE v. ATTORNEY-GENERAL*

[H. L. (E.) [1892] A. C. 568]

STATUTES—continued.**1866.**

29 & 30 Vict. c. 32 (*Matrimonial Causes*), s. 1. The s. considered.

(A) *HANBURY v. HANBURY*

[H. L. (E.) [1895] A. C. 417]

(B) *UNDERWOOD v. UNDERWOOD*

[C. A. [1894] P. 204]

29 & 30 Vict. c. 109 (*Naval Discipline*), ss. 19, 87.

See NAVY.

29 & 30 Vict. c. 118 (*Industrial Schools*).

(A) This Act does not contain a code of criminal procedure, and is not punitive in its character, but is intended for the protection of children coming within its operation. *REG. v. JENNINGS*

[Div. Ct. [1895] W. N. 143 (7)]

(B) A county council is rateable to the poor in respect of a school established by justices under the Act. *COUNTY COUNCIL OF DURHAM v. ASSESSMENT COMMITTEE OF CHESTER-LE-STREET AND CHURCHWARDENS, &c., OF WITTON GILBERT*

[Div. Ct. [1891] 1 Q. B. 330]

1867.

30 & 31 Vict. c. 3 (*British North America*).

See CANADA—LAW OF CANADA—DOMINION AND CONSTITUTIONAL LAW.

30 & 31 Vict. c. 35, s. 1.

See CRIMINAL LAW—PROCEDURE. 1.

30 & 31 Vict. c. 69 (*Locke King's Act*).

The Act does not apply to copyholds devolving under entail. *In re ANTHONY. ANTHONY v. ANTHONY* (No. 2) Kekewich J. [1893] 3 Ch. 498

30 & 31 Vict. c. 84 (*Vaccination*), s. 31.

See VACCINATION.

30 & 31 Vict. c. 102 (*Parliament*).

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

30 & 31 Vict. c. 124 (*Merchant Shipping*), s. 9 (now ss. 79, 210 (1), (2), Sch. ri. (1)–(5) of the *Merch. Shipp. Act*, 1894).

Meaning of the s. discussed. *THE "PETREL"*

[Jeune Pres. [1893] P. 331]

30 & 31 Vict. c. 127 (*Railway Companies*), s. 15.

The assent of the statutory majority of a class of shareholders to a scheme of arrangement cannot be dispensed with under the s. if any existing right of the class is prejudicially affected. *In re NEATH AND BRECON RAILWAY Co.*

[C. A. [1892] 1 Ch. 349]

— s. 24.

The s. applies to all rlwy. cos. which have power to raise money by mortgage or bond, although their special Act does not incorporate Part III. of the Companies Clauses Act, 1863. *In re MERSEY RAILWAY Co.*

[C. A. [1895] 2 Ch. 287]

30 & 31 Vict. c. 131 (*Companies*), s. 9.

The extinction of shares surrendered to a co. under a contract made to reduce its liabilities requires sanction under the section. *In re DENVER HOTEL Co.* - - - C. A. [1893] 1 Ch. 495

STATUTES—continued.

30 & 31 Vict. c. 131, ss. 9, 11, 12.

Meaning of the "Court" which may sanction a reduction of capital considered.

(A) *In re OCEAN QUEEN STEAMSHIP CO.*

[V. Williams J. [1893] 2 Ch. 686]

(B) *In re ISLINGTON AND GENERAL ELECTRIC SUPPLY* - - - Chitty J. [1892] W. N. 81

— — — s. 25.

(A) Equivalents to payments in "cash" considered. *In re JOHANNESBURG HOTEL CO. Ex parte ZOUTPANSBERG PROSPECTING CO.*

[C. A. [1891] 1 Ch. 119]

(B) This s. does not authorize the co. to accept a partial payment as payment in cash in full. Scope of the s. explained. OOREGUM GOLD MINING CO. OF INDIA v. ROFER

[H. L. (E.) [1892] A. C. 125]

(C) A registered contract relieves from payment in cash, but not from payment in some other form. *In re EDDYSTONE MARINE INSURANCE CO.* (No. 2) - - - C. A. [1893] 3 Ch. 9(D) A contract may comply with the s. though it be not made directly with the allottee and does not shew on the face of it what shares are to be allotted. *In re COMMON PETROLEUM ENGINE CO. ELSNER AND MACARTHUR'S CASE*

[Bomer J. [1895] 2 Ch. 759]

30 & 31 Vict. c. 134 (*Metropolitan Streets*), s. 6.This s. does not repeal s. 65 of Michael Angelo Taylor's Act. But so long as costermongers conform to the police regs. they cannot be interfered with under the last-named Act. *KEEP v. VESTRY OF ST. MARY, NEWINGTON*

[C. A. [1894] 2 Q. B. 524]

And see LONDON COUNTY—STREETS AND HIGHWAYS.

— — — s. 15.

Coke is not "coal" within the prohibition of this section. *FLETCHER v. FIELDS*

[Div. Ct. [1891] 1 Q. B. 790]

1868.31 & 32 Vict. c. 5 (*Metropolitan Streets*), s. 1.This s. does not repeal s. 65 of Michael Angelo Taylor's Act. But as long as costermongers conform to the police regs. they cannot be interfered with under the last-named Act. *KEEP v. VESTRY OF ST. MARY, NEWINGTON*

[C. A. [1894] 2 Q. B. 524]

And see LONDON COUNTY—STREETS AND HIGHWAYS.

31 & 32 Vict. c. 54 (*Judgments Extension*), s. 3.The effect of the s. considered. *In re Low. BLAND v. LOW* - - - C. A. [1894] 1 Ch. 147

— — — s. 4.

The Act does not authorize an English Court to issue a judgment summons under the Debtors Act, 1869, to enforce an Irish judgment. Meaning of "execution" in the s. considered. *In re WATSON. Ex parte JOHNSTON. JOHNSTON v. WATSON* - - - C. A. [1893] 1 Q. B. 21**STATUTES—continued.**31 & 32 Vict. c. 71 (*County Court—Admiralty*).

This Act and the Act of 1869 are to be read as one Act.

(A) THE "COUNTY OF DURHAM"

[Div. Ct. [1891] P. 1]

(B) FELLOWS v. OWNERS OF "LORD STANLEY"

[Div. Ct. [1893] 1 Q. B. 98]

And see COUNTY COURT—Admiralty Jurisdiction, *passim*.31 & 32 Vict. c. 101 (*Titles to Land Consolidation (S.)*), s. 19.Construction of the s. considered. *COWIE v. MURDEN* - - - H. L. (S.) [1893] A. C. 67431 & 32 Vict. c. 109 (*Church Rates Abolition*), s. 5.

See ECCLESIASTICAL LAW—Church Rate. 1.

31 & 32 Vict. c. 116 (*Partnership*), s. 1.Members of an unregistered association of more than twenty persons are "beneficial owners" within the section. *REG. v. TANKARD*

[C. C. B. [1894] 1 Q. B. 548]

31 & 32 Vict. c. 121 (*Pharmacy*).

See POISON.

31 & 32 Vict. c. 125 (*Parliamentary Elections*), s. 11, sub-s. 11.The place of trial of an election petition cannot be changed except under special circumstances which do not include mere convenience or economy. *LAWSON v. CHESTER-MASTER*

[Div. Ct. [1893] 1 Q. B. 245]

And see PARLIAMENT—ELECTION PETITION.

1869.32 & 33 Vict. c. 19 (*Stannaries*), s. 13.The purser of a coast-book mine is not authorized by the s. to present a petition in bankruptcy against a shareholder in respect of a judgment for unpaid calls. *In re NANCE. Ex parte ASHMEAD* - - - C. A. [1893] 1 Q. B. 59032 & 33 Vict. c. 27 (*Wine and Beerhouse*).

See INTOXICATING LIQUORS—LICENCE. 2, 3, 10, 18.

32 & 33 Vict. c. 41 (*Poor Rate Assessment*)Effect of the Act on Sturges Bourne's Act considered. *CHURCHWARDENS, &c., OF WEST HAM v. FOURTH CITY MUTUAL BUILDING SOCIETY*

[Div. Ct. [1892] 1 Q. B. 654]

— — — s. 2.

After a written demand for the year's rate a parol demand for quarter's rate when due is sufficient under the section. *OVERSEERS OF WALTON-ON-THE-HILL v. JONES* Div. Ct. [1893] 2 Q. B. 175

— — — s. 3.

Where houses are taken under the Lands Clauses Act, 1845, the promoters are not entitled under s. 133 to the benefit of any contract under s. 3 of the Act of 1869. *VESTRY OF ST. LEONARD'S, SHOREDITCH v. LONDON COUNTY COUNCIL*

[Div. Ct. [1895] 2 Q. B. 104]

— — — s. 4.

See RATE—Recovery. 4.

STATUTES—continued.

32 & 33 Vict. c. 41, s. 34.

The owner is rateable under s. 4 only so long as the value of the tenements does not exceed the rateable value specified in s. 3. *OVERSEERS OF NORWOOD v. SALTER* Div. Ct. [1892] 2 Q. B. 118

32 & 33 Vict. c. 51 (*County Court—Admiralty*). This Act is to be read as one with the Act of 1868.

(A) THE "COUNTY OF DURHAM" - Div. Ct. [1891] P. 1

(B) FELLOWS v. OWNERS OF THE "LORD STANLEY" - Div. Ct. [1893] 1 Q. B. 98
And see COUNTY COURT—Admiralty Jurisdiction.

32 & 33 Vict. c. 56 (*Endowed Schools*), s. 13.

See CHARITY—CHARITY COMMISSIONERS.
8.

32 & 33 Vict. c. 62 (*Debtors*).

See PRACTICE—ATTACHMENT AND COMMITTAL.

— s. 4, sub-s. 3.

The jurisdiction of the Court under the sub-s. to commit or attach a defaulting trustee is not taken away by s. 9 of the Bankruptcy Act, 1883. *In re SMITH. HANDS v. ANDREWS*

[C. A. [1893] 2 Ch. 1

The sub-s. does not apply to a partner receiving partnership assets on account of himself and partners. *PIDDOCKE v. BURT*

[Chitty J. [1894] 1 Ch. 343

— s. 4 (4).

Payment by a solicitor of the balance found due to a client on taxation and the costs of the taxation is within the exception and is enforceable by attachment. *In re A SOLICITOR* (No. 3)

[North J. [1895] 2 Ch. 66

— ss. 4, 5.

Procedure by judgment summons is not "execution" of judgment debt within s. 4 of Judgments Extension Act, 1868. *In re WATSON. Ex parte JOHNSTON* - C. A. [1893] 1 Q. B. 21

— s. 11.

See BANKRUPTCY—OFFENCES.

— s. 18.

The s. explained. *REG. v. DYSON*

[Mathew J. [1894] 2 Q. B. 176, at p. 179

32 & 33 Vict. c. 64 (*Endowed Schools*).

See CHARITY—CHARITY COMMISSIONERS.
7.

32 & 33 Vict. c. 67 (*Valuation—Metropolis*).

See LONDON COUNTY—VALUATION.

32 & 33 Vict. c. 68 (*Evidence*), s. 2.

Mere omission by the deft. to answer letters alleging a promise to marry is not evidence corroborating the plff.'s testimony in support of such promise within the section. *WIEDEMANN v. WALPOLE* - C. A. [1891] 2 Q. B. 534

32 & 33 Vict. c. 71 (*Bankruptcy*).

This Act applies to all H. M.'s dominions. *CALLENDER, SYKES & Co. v. COLONIAL SECRETARY OF LAGOS AND DAVIES. WILLIAMS v. DAVIES*

[J. C. [1891] A. C. 460

The position of foreign creditors under the Act considered with reference to appeals from rejection of proofs. *In re SEMENZA. Ex parte PAGET.*

[C. A. [1894] 1 Q. B. 15

STATUTES—continued.

32 & 33 Vict. c. 71, s. 81.

After the annulment of a bankruptcy the creditor cannot enforce a judgment founded on a debt as to which a proof has been tendered to and rejected by the trustee, the rejection of the proof being "an act done by the trustee" within the s. which is "valid" after the annulment. *BRANDON v. MCHENRY* - C. A. [1891] 1 Q. B. 538

1870.

33 & 34 Vict. c. 20 (*Mortgage Debentures*).

Act considered with reference to power of Court to order Registrar of Land Registry to deliver up deeds lodged with him. *SOMERSET v. LAND SECURITIES CO.* - C. A. [1894] 3 Ch. 464

33 & 34 Vict. c. 28 (*Solicitors*), s. 4.

A document signed by the client only may be "an agreement in writing" within the section. *In re JONES* - [1895] 2 Ch. 719;

[C. A. [1895] W. N. 157 (9)

— ss. 8, 9.

An agreement must be both fair and reasonable. *In re STUART. Ex parte CATHCART*

[C. A. [1893] 2 Q. B. 261

— ss. 8, 10.

In the s. the expression "The Court or a Judge" does not include a Court of Quarter Sessions, or a Police Magistrate's Court. *In re JONES* - Stirling J. [1895] 2 Ch. 719;

[C. A. [1895] W. N. 157 (9)

And see SOLICITOR—BILL OF COSTS.

33 & 34 Vict. c. 29 (*Licensing*).

See INTOXICATING LIQUORS—Licence.

33 & 34 Vict. c. 35 (*Apportionment*).

See LANDLORD AND TENANT—DISTRESS.
2.

33 & 34 Vict. c. 52 (*Extradition*), s. 3 (1).

Definition of "political offence" considered:—

(A) *In re CASTIONI* Div. Ct. [1891] 1 Q. B. 149(B) *In re MEUNIER* Div. Ct. [1894] 2 Q. B. 415

And see EXTRADITION. 1, 2, 4.

33 & 34 Vict. c. 61 (*Life Assurance Companies*), s. 2.

Definition of co. considered with reference to Friendly Societies Act, 1875. *NEWBOLD FRIENDLY SOCIETY v. BARLOW* Div. Ct. [1893] 2 Q. B. 128

33 & 34 Vict. c. 71 (*National Debt*), s. 52.

See NATIONAL DEBT.

33 & 34 Vict. c. 75 (*Elementary Education*) ss. 18, 19, 20.

The powers of the London School Board to build under the Act are not fettered by the Metropolitan Building Act, 1876, as to the position of their buildings. *LONDON COUNTY COUNCIL v. LONDON SCHOOL BOARD*

[Div. Ct. [1892] 2 Q. B. 608

— Sch. II., Part I., r. 14.

(A) The rule does not entitle a school board to elect a new member in place of a member who has absented himself on account of ill-health without giving him an opportunity of explaining or excusing his absence. *RICHARDSON v. METHLEY SCHOOL BOARD* Kekewich J. [1893] 3 Ch. 510

(B) A member of a school board convicted of "conspiracy" under the Criminal Law and Pro-

STATUTES—continued.

cedure (Ireland) Act, 1887, and imprisoned:—*Held*, to have been "punished with imprisonment for crime within the rule and so to have vacated his seat." *CONYBEARE v. LONDON SCHOOL BOARD* [Div. Ct. [1891] 1 Q. B. 118]

And see BANKRUPTCY — DISQUALIFICATION.

33 & 34 Vict. c. 77 (*Juries*), s. 9, Sch.

The exemption extends to service on coroners' juries. *In re DUTTON* Div. Ct. [1892] 1 Q. B. 496

33 & 34 Vict. c. 78 (*Tramways*).

See TRAMWAY COMPANY, *passim*.

33 & 34 Vict. c. 93 (*Married Women's Property*), s. 10.

See INSURANCE—LIFE. 4.

33 & 34 Vict. c. 97 (*Stamps*).

See STAMPS. 2, 3, 9, 10.

— s. 51.

See EVIDENCE.

33 & 34 Vict. c. 104 (*Joint Stock Companies Arrangement*), s. 2.

The power given by the s. to sanction a scheme of arrangement between a co. in liquidation and its creditors extends to debenture-holders and other secured creditors, and enables the Court to sanction a scheme, although it deprive debenture-holders of their security wholly or in part. Considerations for the Court before sanctioning such a scheme. *In re ALABAMA, NEW ORLEANS, TEXAS AND PACIFIC JUNCTION RAILWAY CO.* — C. A. [1891] 1 Ch. 213

The effect of the s. considered.

(A) *In re ENGLISH, SCOTTISH AND AUSTRALIAN CHARTERED BANK* — C. A. [1893] 3 Ch. 385

(B) *In re LONDON CHARTERED BANK OF AUSTRALIA* — V. Williams J. [1893] 3 Ch. 540

(C) *SOVEREIGN LIFE ASSURANCE CO. v. DODD* [C. A. [1892] 1 Q. B. 573]

33 & 34 Vict. c. cxxi. (*London Street Tramways*), s. 44.

The proper construction of the s. is that the tramways should be valued on the principle of assessing what it would cost to lay them down, with an allowance for depreciation. *LONDON STREET TRAMWAYS CO. v. LONDON COUNTY COUNCIL* — — H. L. (E.) [1894] A. C. 499

1871.

34 & 35 Vict. c. 31 (*Trade Unions*).

See TRADE UNION. 2, 6.

34 & 35 Vict. c. 32 (*Criminal Law—Violence, etc.*)

History of the Act considered. *GIBSON v. LAWSON* — — Div. Ct. [1891] 2 Q. B. 545

34 & 35 Vict. c. 41 (*Gasworks Clauses*).

See GAS.

34 & 35 Vict. c. 45 (*Sequestration*).

The rights and position of an incumbent after sequestration remain unaltered, except so far as they are interfered with by the express terms of the Act, and he may still appoint a parish clerk. *LAWRENCE v. EDWARDS* (No. 1)

[Chitty J. [1891] 1 Ch. 144]

STATUTES—continued.

34 & 35 Vict. c. 96 (*Pedlars*), ss. 3, 6.

A person is not protected by s. 6 from tolls under 10 & 11 Vict. c. 17, unless he is acting as a pedlar within s. 3. *WOOLWICH LOCAL BOARD OF HEALTH v. GARDINER* Div. Ct. [1895] 2 Q. B. 497

34 & 35 Vict. c. 98 (*Vaccination*), s. 11.

See VACCINATION.

34 & 35 Vict. c. lxxix. (*Edinburgh Tramways*).

See TRAMWAY COMPANY.

1872.

35 & 36 Vict. c. 21 (*Industrial School*).

A county council is rateable to the poor in respect of industrial schools vested in it. *COUNTY COUNCIL OF DURHAM v. ASSESSMENT COMMITTEE OF CHESTER-LE-STREET AND CHURCHWARDENS, &c.*, OF WITTON GILBERT Div. Ct. [1891] 1 Q. B. 330

35 & 36 Vict. c. 65 (*Bastardy*), s. 4.

Meaning of "last place of abode" in the s. considered. *REG. v. FARMER*

[C. A. [1892] 1 Q. B. 637]

35 & 36 Vict. c. 77 (*Metaliferous Mines*), s. 23.

Meaning of "working shaft" considered. *FOSTER v. NORTH HENDRE MINING CO.*

[Div. Ct. [1891] 1 Q. B. 71]

35 & 36 Vict. c. 86 (*Borough and Local Courts of Record*), Sch. clause 12.

To justify removal of a cause from an inferior Court it must not merely be fit to be tried in the High Court, but one which ought "or is" more fit to be tried there. *BANKS v. HOLLINGSWORTH*

[C. A. [1893] 1 Q. B. 442]

35 & 36 Vict. c. 93 (*Pawnbrokers*), s. 39.

The exemption in the s. is personal to the exempted persons, and is not confined to the business which they carried on at the commencement of the Act. *REG. v. COMMISSIONERS OF INLAND REVENUE. OHLSON'S CASE. GARLAND'S CASE* — — Div. Ct. [1891] 1 Q. B. 495

35 & 36 Vict. c. 94 (*Licensing*).

See INTOXICATING LIQUORS — Licence; Offences.

35 & 36 Vict. c. 106 (*Corrupt Practices—Municipal Elections*), s. 15, sub-s. 6.

There is no appeal from a decision of the High Court under this Act, except by special leave of that Court. *UNWIN v. McMULLEN*

[C. A. [1891] 1 Q. B. 694]

35 & 36 Vict. c. c. (*Metage on Grain, Port of London*), s. 4.

The s. applies only to grain brought in for sale as such, and not grain brought in to be manufactured into other articles of commerce. *COTTON v. VOGAN & CO.* C. A. [1895] 2 Q. B. 652

1873.

36 & 37 Vict. c. 38 (*Vagrant*), s. 3.

On a charge of betting and wagering in a street within the s. it is necessary to prove that the accused was wagering or gaming at some game or pretended game of chance. *KIDGWAY v. FARNDALE* — — Div. Ct. [1892] 2 Q. B. 309

STATUTES—continued.

36 & 37 Vict. c. 66 (*Judicature*), ss. 16, 19, 31.Effect of the ss. considered with reference to jurisdiction of P. D. and A. Div. to issue writs of prohibition. *THE "RECEPTA"*

[C. A. [1893] P. 255]

— s. 19.

An order absolute for a writ of habeas corpus is an order within the s. from which an appeal lies to the C. A. *BARNARDO v. FORD. GOSSAGE'S CASE* - H. L. (E.) [1892] A. C. 326

— s. 25, sub-s. 4.

The s. applies to all cases where there would not be a merger both in law and equity. *SNOW v. BOYCOTT* - Kekewich J. [1898] 3 Ch. 110

— s. 25, sub-s. 5.

See COMPANY—WINDING-UP—STATING ACTION.

— s. 25, sub-s. 6.

(A) An assignment of debts by tradesmen conditioned that the assignee should pay over to them all moneys recovered is an absolute assignment within the meaning of the sub-section. *COMFORT v. BETTS* - C. A. [1891] 1 Q. B. 737(B) This sub-section is retrospective. *DIBB v. WALKER* - Chitty J. [1893] 3 Ch. 429

— s. 25, sub-s. 8.

(A) This sub-section does not enlarge the jurisdiction of the Court so as to enable it to grant an injunction where, before the Act, it could not have done so. *KITTS v. MOORE* [C. A. [1895] 1 Q. B. 263]

(B) The sub-section does not give jurisdiction to appoint a receiver by way of equitable execution in cases where prior to the Act no Court had such jurisdiction.

(a) *HARRIS v. BEAUCHAMP BROTHERS*

[C. A. [1894] 1 Q. B. 291]

(b) *HOLMES v. MILLAGE* C. A. [1893] 1 Q. B. 531(c) *CADOGAN v. LYRIC THEATRE, LD.*

[C. A. [1894] 3 Ch. 338]

— sub-s. 10.

See INFANT—Custody.

(c) The sub-s. allows procedure by injunction for infringement of a legal right, even though there is a legal remedy by *quo warranto*. *RICHARDSON v. METTLEY SCHOOL BOARD*

[Kekewich J. [1893] 3 Ch. 510]

And see PRACTICE—INJUNCTION.

— s. 39.

The s. preserves the jurisdiction of a single judge to act at chambers under s. 8 of the Solicitors Act, 1870. *In re HOWELL THOMAS*

[Div. Ct. [1893] 1 Q. B. 670]

— s. 45.

So much of s. as was inconsistent with s. 10 of the County Courts Act, 1875 (38 & 39 Vict. c. 50), was impliedly repealed by that section. "DART" - C. A. [1893] P. 33

— s. 47.

See PRACTICE—APPEAL—Appeals to the Court of Appeal. 10, 11, 12.

STATUTES—continued.

36 & 37 Vict. c. 66, s. 49.

Consideration of the effect of the s. on costs incurred by trustees. *In re BEDDOCK. DOWNES v. COTTAM* - C. A. [1893] 1 Ch. 547The s. applies to appeals from the Divorce Court. *RUSSELL v. RUSSELL* (No. 1) C. A. [1893] P. 152

— s. 50.

An appeal does not lie under this s. from an order giving liberty to commence a criminal prosecution under s. 8 of the Law of Libel Amendment Act, 1888, for a newspaper libel which is an order made in a criminal proceeding. *Ex parte PULBROOK* - Div. Ct. [1892] 1 Q. B. 86

— s. 100.

Meaning of the word "matter" considered, *In re SHAW & RONALDSON*

[Div. Ct. [1892] 1 Q. B. 91]

36 & 37 Vict. c. 85 (*Merchant Shipping*), s. 17 (now s. 419 (4) of the *Merch. Shipp. Act*, 1894).For a ship to be deemed to be in fault under this s., the infringement must be one having some possible connection with the collision. The presumption of culpability may be met by proof that the infringement could not by any possibility have contributed to the collision; the burden of shewing this lies on the party guilty of the infringement; proof that the infringement did not in fact contribute to the collision being excluded. *THE "DUKE OF BRUCE"* (No. 1) [H. L. (E.) [1891] A. C. 310]

And see SHIP—COLLISION.

36 & 37 Vict. c. 87 (*Endowed Schools*), s. 9.

See CHARITY—CHARITY COMMISSIONERS.

7.

1874.

37 & 38 Vict. c. 37 (*Powers—Lord Selborne's Act*).The rule of construction that "relations" is equivalent to statutory next-of-kin is not altered by this Act. *In re DEAKIN. STAREY v. EYRES*

[Stirling J. [1894] 3 Ch. 565]

37 & 38 Vict. c. 42 (*Building Society*), ss. 4, 32

See BUILDING SOCIETY—Winding-up.

— s. 36.

See BUILDING SOCIETY—Arbitration. 2.

— s. 43.

See BUILDING SOCIETY—Ultra Vires. 1.

37 & 38 Vict. c. 49 (*Licensing*), s. 10.Definition of *bona fide* traveller considered.(A) *COWAP v. ATHERTON* - Div. Ct. [1893] 1 Q. B. 46(B) *PENN v. ALEXANDER* - Div. Ct. [(Cave J. diss.) [1893] 1 Q. B. 522]

— s. 17.

"Illegal dealing" in the s. applies to purchase as well as to sale of liquors. *McKENZIE v. DAY* [Div. Ct. [1893] 1 Q. B. 239]And see INTOXICATING LIQUORS—LICENCE, *passim*.

— s. 26.

The s. has not altered s. 42 of the Licensing Act, 1872. *DAKIN v. PARKER* - C. A. [1894] 2 Q. B. 556

STATUTES—continued.

37 & 38 Vict. c. 49, s. 42.
The s. alters 9 Geo. 4, c. 61, only in matters of procedure. *SHARP v. WAKEFIELD*

[H. L. (E.) [1891] A. C. 173]

37 & 38 Vict. c. 57 (*Real Property Limitation*), s. 8.

(A) A suit to recover a legacy from an exor. is within the s., unless the legacy is vested in him on express trusts.

In re JANE DAVIS. In re T. H. DAVIS.
EVANS v. MOORE - C. A. [1891] 3 Ch. 119

In re BARKER. BUXTON v. CAMPBELL
[North J. [1892] 2 Ch. 491]

(B) "Judgment" refers to judgments generally, and is not restricted to judgments which operate as charges on land.

JAY v. JOHNSTONE - C. A. [1893] 1 Q. B. 139
HEBBLETHWAITE v. PEEVER - Collins J.
[[1892] 1 Q. B. 124]

And see LIMITATIONS, STATUTE OF. 5, 22-26, 29.

37 & 38 Vict. c. 62 (*Infants' Relief*).
See INFANT—CONTRACT. 4, 6, 7.

37 & 38 Vict. c. 78 (*Vendor and Purchaser*).
See VENDOR AND PURCHASER.

37 & 38 Vict. c. 85 (*Public Worship Regulation*), ss. 8, 9.

Bishop's discretion to stay proceedings on representation considered. *ALLCROFT v. BISHOP OF LONDON. LIGHTON v. BISHOP OF LONDON*

[H. L. (E.) [1891] A. C. 600]

37 & 38 Vict. c. 87 (*Endowed Schools*), s. 6.
See CHARITY—CHARITY COMMISSIONERS.
7.

1875.

38 & 39 Vict. c. 50 (*County Court*), s. 10.

So much of s. 45 of the Judicature Act, 1873, as is inconsistent with this s. is impliedly repealed thereby and is not revived by the repeal of this s. by the County Courts Act, 1888. THE "DART"
[C. A. [1893] P. 33]

38 & 39 Vict. c. 51 (*Pacific Islands*).
See PACIFIC ISLANDS.

38 & 39 Vict. c. 55 (*Public Health*), s. 4.

Meaning of "street" considered. *FENWICK v. RURAL SANITARY AUTHORITY OF CROYDON UNION*
[Div. Ct. [1891] 2 Q. B. 216]

The meaning of "sewer" and "drain" considered.

(A) *MEADER v. WEST COVES LOCAL BOARD*
[C. A. [1892] 3 Ch. 18]

(B) *TRAVIS v. UTTLEY* - Div. Ct. [1891]
[1 Q. B. 223]

(C) *HAIR v. HILL* Div. Ct. [1893] 1 Q. B. 806

(D) *SELF v. HOVE COMMISSIONERS* - Div. Ct.
[[1893] 1 Q. B. 635]

The lord of a manor in whom waste is vested subject to charitable trusts is the "owner" within the section. *In re CHRISTCHURCH INCLOSURE ACT. MEYRICK v. ATTORNEY-GENERAL (No. 2)*
[Stirling J. [1894] 3 Ch. 209]

STATUTES—continued.

38 & 39 Vict. c. 55, s. 13.

"Sewer" constructed for "profit" considered.

(A) *FERRAND v. HALLAS LANE AND BUILDING CO.* - C. A. [1893] 2 Q. B. 135

(B) *MINEHEAD LOCAL BOARD v. LUTTRELL*
[Romer J. [1894] 2 Ch. 178]

— s. 15.

Duties of local authority under the s. considered. *FORDOM v. PARSONS* - Div. Ct. [1894]
[2 Q. B. 780]

— ss. 16, 54.

"Streets" in these ss. include private roads.

HILL v. WALLASEY LOCAL BOARD (No. 2)
[C. A. [1894] 1 Ch. 133]

— s. 19.

The s. only renders the local authority liable for damage when they have been negligent. *STRETTON'S DERBY BREWERY CO. v. CORPORATION OF DERBY* - Romer J. [1894] 1 Ch. 481

— s. 21.

Injunction granted to restrain loc. bd. from disconnecting the sewers of the pliffs. from their main sewer on the ground of infringement of a bye-law, the Court holding that the bye-law, which required notice of intention to connect, was not binding on the pliffs., who had acted strictly in accordance with the above section. *AINLEY, SONS & CO. v. KIRKHAMTON LOCAL BOARD*
[Stirling J. [1891] W. N. 50]

— ss. 32, 33, 34.

A local authority which has the consent of an adjoining authority to lay water mains within the district of the latter authority must also comply with these sections. *JONAS v. CONWAY AND COLWYN BAY JOINT WATER SUPPLY BOARD*
[C. A. [1893] 2 Ch. 603]

— ss. 39, 149.

The word "public place" does not express more than street so far as the rights to the soil below the surface are concerned. *BAIRD v. MAYOR, &c., OF TUKBRIDGE WELLS* - C. A. [1894]
[2 Q. B. 367]

— s. 42.

Clinkers from a steam laundry are not house refuse within this section. *LONDON AND PROVINCIAL LAUNDRY CO. v. WILLESDEN LOCAL BOARD*
[Div. Ct. [1892] 2 Q. B. 271]

— s. 52.

(A) The s. does not prohibit a local authority from constructing waterworks for their own purposes, such as flushing sewers, &c. *WEST SURREY WATER CO. v. GUARDIANS OF CHERTSEY UNION*
[North J. [1894] 3 Ch. 513]

(B) The s. does not prevent a local authority from adding to and improving waterworks which they had provided previous to the passing of a water co.'s special Act. *CLEVELAND WATER CO. v. REDCAR LOCAL BOARD* - Chitty J.
[1895] 1 Ch. 168]

(C) The debts were restrained from setting up independent waterworks for their district, *inter alia*, because the pliffs., who had taken over the undertaking of the local water co., and who could use the surplus profits in reduction of rates, were a "water co. within the debts' district de iure"

STATUTES—continued.

and able to afford the necessary supply" within the section. *CORPORATION OF WOLVERHAMPTON v. BILSTON COMMISSIONERS* - North J. [1891]

[1 Ch. 315; affirm. by C. A. [1891] W. N. 56
38 & 39 Vict. c. 55, s. 54.

A local authority which has power and is taking steps to supply water does supply water within the s. *JONES v. CONWAY AND COLWYN BAY JOINT WATER SUPPLY BOARD*

[C. A. [1893] 3 Ch. 603

— — — s. 57.

The s. is an enabling s., and is not to be construed as restricting the powers conferred by the other sections of the Act. *HILL v. WALLASEY LOCAL BOARD* - C. A. [1894] 1 Ch. 133

— — — s. 66.

The s. does not confer on a local authority the expense of maintaining fire-plugs not fixed by them or at their request. *GRAND JUNCTION WATERWORKS CO. v. BRENTFORD LOCAL BOARD*

[C. A. [1894] 2 Q. B. 735

— — — s. 96.

A refusal by the Q. B. Div. to grant an order nisi for a mandamus to compel a stipendiary magistrate, who had made an order under this s. for the abatement of a nuisance, to state a case for the opinion of the Court is a judgment given in a "criminal cause or matter" within s. 47 of the Judicature Act, 1873, and is therefore not subject to appeal. *Ex parte SCHOFIELD*

[C. A. [1891] 2 Q. B. 423

— — — ss. 112, 131, 235.

A small-pox hospital is not an offensive or noxious business within s. 112, and may be established under s. 131 by a local authority outside its own district without any consent under s. 235. *WITHINGTON LOCAL BOARD v. CORPORATION OF MANCHESTER* - C. A. [1893] 2 Ch. 19

— — — s. 117.

(A) A person having in his possession unsound meat intended for human food may be convicted under the s., notwithstanding that he has not exposed the meat for sale. *MALLINSON v. CARR*

[Div. Ct. [1891] 1 Q. B. 48

(B) Personal knowledge of the unsoundness of the meat need not be proved in proceedings under the s. *BLAKE v. TILLSTONE*

[Div. Ct. [1894] 1 Q. B. 345

— — — ss. 144, 145.

Do not render a local authority liable for non-repair of a highway of which they are surveyors.

(A) *COWLEY v. NEWMARKET LOCAL BOARD*

[H. L. (E.) [1893] A. C. 345

(B) *THOMPSON v. MAYOR, &C., OF BRIGHTON. OLIVER v. HORSHAM LOCAL BOARD*

[C. A. [1894] 1 Q. B. 332

— — — s. 150.

(A) The s. explained. *BARRY AND CADOXTON LOCAL BOARD v. PARRY*

[Div. Ct. [1895] 2 Q. B. 110

(B) Acceptance of an incomplete sewer in a private road held to exonerate the frontagers from the expenses of constructing a new sewer to the satisfaction of the local authority under the section. *HORNSEY LOCAL BOARD v. DAVIS*

[C. A. [1893] 1 Q. B. 756

(c) Where the apportionment is disputed under

STATUTES—continued.

the s. no debt is due to the local authority until after arbitration. *CORPORATION OF FOLKESTONE v. BROOKS* - C. A. [1893] 3 Ch. 23

(D) Meaning of "owner" in the s. considered. *GUARDIANS OF TENDRING UNION v. DOWNTON*
[C. A. [1891] 3 Ch. 265

SANDGATE LOCAL BOARD v. KEENE

[C. A. [1892] 1 Q. B. 831

38 & 39 Vict. c. 55, s. 155.

Consideration of what constitutes taking a house down within the section. *ATTORNEY-GENERAL v. HATCH* - C. A. [1893] 3 Ch. 36

— — — s. 161, &c.

The restrictions in the ss. subsequent to s. 161 as to lighting by other means than gas are only intended to prevent an urban authority from invading the regulated monopoly of any gas company in its district. *FAREHAM LOCAL BOARD AND FAREHAM ELECTRIC LIGHT CO. v. SMITH*

[Chitty J. [1891] W. N. 76

— — — s. 166.

By the use of the words "within their district" in this s. the district of the urban authority was constituted "the prescribed limits" within the meaning of s. 13 of the Markets and Fairs Clauses Act, 1847. *SPURLING v. BANTOFT*

[Div. Ct. [1891] 2 Q. B. 384

— — — s. 171.

Rights of fire brigade of local authority as to excluding public from the site of the fire considered. *CARTER v. THOMAS*

[Div. Ct. [1893] 1 Q. B. 673

— — — s. 174.

The specification of a penalty mentioned in the s. is imperative, and if omitted the contract cannot be enforced against the urban authority. *BRITISH INSULATED WIRE CO. v. PRESCOTT URBAN DISTRICT COUNCIL* - Div. Ct. [1895] 2 Q. B. 463;

[appeal dismissed on terms [1895] 2 Q. B. 538

— — — s. 211, sub-s. 1 (b).

See RATES—RATEABLE OCCUPATION. 18.

— — — ss. 220-232.

Meaning of "general expenses" and "special expenses" in the ss. considered. *EARL OF JERSEY v. UXBRIDGE RURAL SANITARY AUTHORITY*

[Stirling J. [1891] 3 Ch. 183

— — — ss. 256, 261.

See RATES—RECOVERY. 2.

— — — s. 257.

(A) "Owner" in the s. does not include a person who has the benefit of a covenant restricting the use of premises in respect of which street paving expenses have been incurred. *GUARDIANS OF TENDRING UNION v. DOWNTON*

[C. A. [1891] 3 Ch. 265

(B) If an apportionment made under s. 150 is not disputed under s. 257, it becomes binding and conclusive. *MAYOR, &C., OF DERBY v. GRUDGINGS*

[Div. Ct. [1894] 2 Q. B. 496

— — — s. 264 (repealed by 56 & 57 Vict. c. 61)

Continuous subsidences of land above a sewer constitute fresh causes of action within the section. *CRUMBIE v. WALLSEND LOCAL BOARD*

[C. A. [1891] 1 Q. B. 503

STATUTES—continued.

38 & 39 Vict. c. 55, s. 264.

The s. does not apply to the acts of an urban authority as highway authority. *GRAHAM v. CORPORATION OF NEWCASTLE-UPON-TYNE*

[C. A. [1893] 1 Q. B. 643]

— s. 268.

If the local authority include in their "charge" under ss. 150, 257, legal and other expenses and costs of collection, as well as the actual cost of sewerage and paving, the only remedy for a person aggrieved thereby is by appeal to the Local Government Board under the section. *WALTHAMSTOW LOCAL BOARD v. STAINES*

[C. A. [1891] 2 Ch. 606]

— s. 308.

The s. applies to expenses incurred by the owner of meat seized but not condemned under ss. 116, 117, incurred in resisting condemnation. *In re BATER AND CORPORATION OF BIRKENHEAD*

[C. A. [1893] 2 Q. B. 77]

— s. 334.

The provision excepting certain businesses from liability under the s. does not exclude common law remedies against them as public nuisances. *ATTORNEY-GENERAL v. LOGAN*

[Div. Ct. [1891] 2 Q. B. 100]

— s. 343.

The s. considered with reference to legality of interments of cremated ashes in churches. *In re KERR* - Consist. Ct. of London [1894] P. 245

38 & 39 Vict. c. 60 (*Friendly Society*), s. 15, sub-s. 7.

The sub-s. gives a society a preferential claim on the assets of their bankrupt treasurer for money owing to them. *In re MILLER. Ex parte OFFICIAL RECEIVER* - C. A. [1893] 1 Q. B. 327

— s. 16, sub-s. 9.

Where the piffs. have availed themselves of their statutory remedy under the sub-s., and the deft. has been convicted and punished under the proceedings so taken, the plaintiff's remedy by action is barred. *VERNON v. WATSON*

[C. A. [1891] 2 Q. B. 233]

— s. 22.

The s. applied only to disputes between a society and its members. *WILLIS v. WELLS*

[Div. Ct. [1892] 2 Q. B. 225]

Where there has been an arbitration and award justices have no jurisdiction under the s. unless the award is first set aside. *BACHE v. BELLINGHAM* - C. A. [1894] 1 Q. B. 107

[But see now *Friendly Societies Act, 1895.*]

— s. 25, sub s 3 (e).

There is not an appeal by a member under the sub-s. against an award of dissolution on the mere ground that the member is dissatisfied with the provision made for meeting his claims. *WILMOT v. GRACE* - Div. Ct. [1892] 1 Q. B. 812

— s. 28, sub-s. 2.

A society registered under the Companies Acts, but not under the Friendly Societies Acts, held to be a society within this section. *NEWBOLD FRIENDLY SOCIETY v. BARLOW*

[Div. Ct. [1893] 2 Q. B. 128]

38 & 39 Vict. c. 63 (*Sale of Food and Drugs*).See *ADULTERATION, passim.***STATUTES—continued.**38 & 39 Vict. c. 77 (*Judicature*), s. 10.

The s. applies to the estate of a deceased person which is sufficient to pay the liabilities in full, but becomes insufficient by reason of the costs of administration. *In re LENG. TARN v. EMMERSON*

[C. A. [1895] 1 Ch. 653]

38 & 39 Vict. c. 84 (*Parliamentary Elections—Returning Officers*), s. 4.

Where a returning officer's charges are taxed under this s. he must return out of the deposit of each candidate a proportionate part of the amount taxed off. *MARTIN v. TOMKINSON* -

[Div. Ct. [1893] 2 Q. B. 121]

38 & 39 Vict. c. 86 (*Conspiracy and Protection of Property*), s. 7.

A threat to strike unless the employer ceases to employ non-union men is not intimidation within the section. *CONNOR v. KENT. GIBSON v. LAWSON. CURRAN v. TRELEAVEN*

[Div. Ct. [1891] 2 Q. B. 545]

— s. 7.

In a conviction under the s. "the act which the complainant had a legal right to do" must be specified. *REG. v. MCKENZIE*

[Div. Ct. [1892] 2 Q. B. 519]

— s. 16.

This s. means only that the punishments prescribed by the Act are not to fall on seamen. The case of an offence against a seaman by a person who is not a seaman is therefore not excluded from the Act by this section. *KENNEDY v. COWIE* - Div. Ct. [1891] 1 Q. B. 771

38 & 39 Vict. c. 87 (*Land Transfer*), s. 48.

Meaning of "bare trustee" in the s. considered. *In re CUNNINGHAM AND FRAYLING*

[Stirling J. [1891] 2 Ch. 567]

38 & 39 Vict. c. 90 (*Employers and Workmen*), s. 10.

(A) A railway guard is not "a workman" within the s., and is not, therefore, a person to whom the provisions of the Truck (Amendment) Act, 1887, apply. *HUNT v. GREAT NORTHERN RAILWAY CO. (No. 1)* - Div. Ct. [1891] 1 Q. B. 601

(B) A grocer's assistant is not engaged in manual labour within this section. *BOUND v. LAWRENCE*

[C. A. [1892] 1 Q. B. 226]

38 & 39 Vict. c. 91 (*Trade Marks*).

See *TRADE-MARK—REGISTRATION, passim.*

1876.39 & 40 Vict. c. 16 (*Customs and Inland Revenue*), s. 8.See *INCOME TAX.*39 & 40 Vict. c. 22 (*Trade Unions*).

This Act does not repeal s. 4 of the Trade Union Act, 1871, which prevents legal proceedings to enforce claims by members or the nominees of deceased members. *CROCKER v. KNIGHT*

[C. A. [1892] 1 Q. B. 702]

39 & 40 Vict. c. 36 (*Customs Consolidation*).

See *SHIP—PILOTAGE—Compulsory Pilotage.*

STATUTES—continued.

39 & 40 Vict. c. 45 (*Industrial and Provident Societies*), s. 12, sub-s. 7.

See INDUSTRIAL AND PROVIDENT SOCIETY.
1.

39 & 40 Vict. c. 59 (*Appellate Jurisdiction*), s. 3.

A refusal of the Court of Appeal to give leave to appeal where the time limited by Order LVIII., r. 15, has expired is not an order or judgment of the Court of Appeal within the meaning of the above s. from which an appeal lies to the H. L. *LANE v. ESDAILE* - H. L. (E.) [1891] A. C. 210

— s. 20.

Considered with reference to s. 51 of the Matrimonial Causes Act, 1857. *RUSSELL v. RUSSELL* (No. 1) - C. A. [1892] P. 152

39 & 40 Vict. c. 61 (*Divided Parishes and Poor Law*), s. 23.

It is a condition precedent to the jurisdiction of justices under the s. that the right of the pauper to the periodical payments sought to be paid to the guardians should be undisputed. *REG. v. RICHARDSON* Div. Ct. [1894] 2 Q. B. 323

— s. 34.

Effect of the s. considered. *GUARDIANS OF WEST HAM UNION v. GUARDIANS OF BETHNAL GREEN UNION* - H. L. (E.) [1894] A. C. 230

And see POOR—Settlement.

— s. 35.

(A) The law that children of the first husband do not take the settlement acquired by the mother on her second marriage has not been altered by the decision of H. L. in *Guardians of Reigate Union v. Guardians of Croydon Union* (14 App. Cas. 465). *GUARDIANS OF LLANELLY UNION v. GUARDIANS OF NEATH UNION*

[Div. Ct. [1893] 2 Q. B. 38

(b) Effect of the s. considered with reference to derivative settlement of the father of children chargeable to the poor-rate. *GUARDIANS OF BATH UNION v. GUARDIANS OF BERWICK-UPON-TWEED UNION* - Div. Ct. [1892] 1 Q. B. 781

— s. 36.

The words in this section "pauper removed before the passing of the Act" are to be restricted to paupers who had been removed, and who still remained paupers when the Act was passed. *GUARDIANS OF BRIGHTON PARISH v. GUARDIANS OF STRAND UNION* - C. A. [1891] 2 Q. B. 156

39 & 40 Vict. c. 75 (*Rivers Pollution Prevention*), s. 3.

Polluting a river by sewers constructed before the Act, and before the constitution of the sanitary authority using them, is an offence against the section. *YORKSHIRE WEST RIDING COUNCIL v. HOLMFIETH URBAN SANITARY AUTHORITY*

[C. A. [1894] 2 Q. B. 842

And see RIVER—Pollution. 1.

39 & 40 Vict. c. 80 (*Merchant Shipping*), s. 5, (now s. 468 of the *Merchant Shipping Act*, 1894.)

A ship does not become "unseaworthy" within this s. because the master neglects to use a part of her equipment and thereby endangers the safety of the crew, but not that of the ship. *HEDLEY v. PINKNEY & SONS STEAMSHIP CO.*

[H. L. (E.) [1894] A. C. 222

STATUTES—continued.

39 & 40 Vict. c. 80, s. 10 (now s. 460 of the *Merch. Shipp. Act*, 1894).

Under the s. the Bd. of Trade are liable to pay the direct damages caused by the detention of a ship the condition of which does not give reasonable cause for such detention, but they are not liable to pay damages for injury to the ship-owner's reputation. *DIXON v. CALCRAFT*

[Q. A. [1892] 1 Q. B. 458

— s. 28 (now s. 442 of the *Merch. Shipp. Act*, 1894).

The owner of a ship is not responsible under the s. where the master without his knowledge overloads the ship. *MASSEY v. MORRIS*

[Div. Ct. [1894] 2 Q. B. 412

— s. 34 (now s. 692 of the *Merch. Shipp. Act*, 1894).

This s. against overloading applies to foreign ships, although there has been no O. in C. under s. 37 (now s. 696 (1) (2) of the *Merchant Shipping Act*, 1894) specifically applying such provisions to the ships of the particular foreign state. *CHALMERS v. SCOPENICH*

[Div. Ct. [1892] 1 Q. B. 735

1877.

40 & 41 Vict. c. 16 (*Removal of Wrecks*) (now ss. 590-594 of the *Merch. Shipp. Act*, 1894).

Application of the Act considered. *ARROW SHIPPING CO. v. TYNE IMPROVEMENT COMMISSIONERS. THE "CRYSTAL"*

[H. L. (E.) [1894] A. C. 508

40 & 41 Vict. c. 18 (*Settled Estates*), s. 16.

See SETTLED LAND—SETTLED ESTATES ACT.

40 & 41 Vict. c. 26 (*Companies*), s. 3.

Meaning of "lost capital or capital unrepresented by available assets" in the s. considered. *In re ABSTAINERS AND GENERAL INSURANCE CO.*

[North J. [1891] 2 Ch. 124

— s. 4.

Scope of the s. considered.

(A) *In re DICKO PIER CO.*

[Chitty J. [1891] 2 Ch. 354

(B) *In re DENVER HOTEL CO.*

[C. A. [1893] 1 Ch. 495

40 & 41 Vict. c. 33 (*Contingent Remainder*).

An equitable contingent remainder created before the Act which becomes clothed with the legal estate after the passing of the Act is not defeated by the failure of the prior life interest; nor would it have been defeated by becoming clothed with the legal estate if the Act had not been passed. *In re FREME. FREME v. LOGAN* (No. 1) - North J. [1891] 3 Ch. 167

40 & 41 Vict. c. 34 (*Locke King's Act*).

Intention and scope of the Act considered. *In re KIDD. BROOMAN v. WITTHALL*

[North J. [1894] 3 Ch. 558

40 & 41 Vict. c. 42 (*Fishery, Oyster, Crab, and Lobster*), s. 4.

Foreign-bred oysters relaid and stored in England may be sold in close time. *ROBERTSON v. JOHNSON* - Div. Ct. [1893] 1 Q. B. 129

STATUTES—continued.

1878.

41 & 42 Vict. c. 15 (*Customs and Inland Revenue*), s. 13 (1).

See HOUSE TAX.

41 & 42 Vict. c. 16 (*Factory*).

See FACTORY AND WORKSHOP.

41 & 42 Vict. c. 19 (*Matrimonial Causes*), s. 2. (*Rep. by the Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39).*)

Power of Court under the s. as to costs considered — — — *Collins J. [1891] P. 233*

— — — s. 4.

A husband was convicted of an aggravated assault, and an order was made by the justices giving the wife a judicial separation and maintenance:—*Held*, that there was no appeal against the conviction. *LEWIN v. LEWIN*

[*Jeune J. [1891] P. 254*

Rule nisi for justices to determine an application for a summons to reduce the amount of an allowance ordered to a wife:—*Held*, that as the justices had a discretion to grant or refuse the summons, and had exercised it *bona fide*, the rule must be discharged. *REG. v. HUGGINS (No. 1)*

[*Div. Ct. [1891] W. N. 83*

— — — s. 4.

A husband convicted of aggravated assault under 24 & 25 Vict. c. 100, s. 43, is a competent witness in proceedings under s. 4. *JONES v. JONES* — — — *Div. Ct. [1895] P. 201*

Where a separation order has been made under the s., there is no jurisdiction to make a subsequent order for maintenance. *WOODHEAD v. WOODHEAD* — — — *Div. Ct. [1895] P. 343*

[*But see now the Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39).*]

41 & 42 Vict. c. 26 (*Elections*), s. 5.

The s. affects not only voting, but also assessment and rating. *ALLCHURCH v. ASSESSMENT COMMITTEE OF GUARDIANS OF HENDON*

[*C. A. [1891] 2 Q. B. 436*

— — — s. 28.

(A) The Act as incorporated with the Registration Act, 1855, considered, with regard to the revising barrister's power to amend the description of a qualification for ownership vote. *PLANT v. POTTS* — — — *C. A. [1891] 1 Q. B. 256*

(B) A revising barrister cannot transfer the name of a voter on Division 3 of the list (Municipal Qualification only) to Division 1 (Parliamentary and Municipal Qualification) upon a declaration by the elector, in the absence of a claim by him to be placed on Division 1. *LORD v. FOX* — — — *Div. Ct. [1893] 1 Q. B. 199*

— — — s. 28, sub-s. 2.

(C) "Mistakes" in stating qualification which revising barrister may amend considered. *REG. v. MCKELLAR* — — — *Div. Ct. [1893] 1 Q. B. 121*

And see PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

41 & 42 Vict. c. 31 (*Bills of Sale*).

See BILL OF SALE, *passim*.

STATUTES—continued.

41 & 42 Vict. c. 32 (*Metropolis Management*), ss. 4, 6.

The ss. do not apply to buildings erected by the London School Board. *LONDON COUNTY COUNCIL v. LONDON SCHOOL BOARD* — — — *Div. Ct. [1892] 3 Q. B. 606*

— — — s. 12.

The s. applies to all houses needing licences under 25 Geo. 2, c. 36, and 6 & 7 Vict. c. 68. *REG. v. HANNAY* — — — *Div. Ct. [1891] 2 Q. B. 709*

41 & 42 Vict. c. 49 (*Weights and Measures*), s. 25.

See WEIGHTS AND MEASURES. 2.

41 & 42 Vict. c. 54 (*Debtors*), s. 1.

The s. gives a discretion to refuse to attach a trustee in default for not obeying an order to pay money into Court. *EARL OF AYLESFORD v. EARL POULETT (No. 2)* — — — *North J. [1892] 2 Ch. 60*

— — — s. 4.

The jurisdiction under the section to commit or attach a defaulting trustee is not taken away by s. 9 of the Bankruptcy Act, 1883. *In re SMITH. HANDS v. ANDREWS* — — — *C. A. [1893] 2 Ch. 1*

41 & 42 Vict. c. 77 (*Highways and Locomotives*), s. 20.

See COUNTY COUNCIL—Expenses. 3.

— — — s. 23.

See HIGHWAY—Repairs. 3-7.

1879.

42 & 43 Vict. c. 11 (*Bankers' Books Evidence*).

See PRACTICE—DISCOVERY—Documents. 4, 5.

42 & 43 Vict. c. 21 (*Customs and Inland Revenue*), s. 9.

See SHIP — PILOTAGE — Compulsory Pilotage.

42 & 43 Vict. c. 30 (*Food and Drugs*), s. 10.

The omission from a summons of the particulars required by this s. does not deprive the justices of jurisdiction, but if the justices are satisfied that the deft. is prejudiced thereby, he is entitled to an adjournment of the hearing. *NEAL v. DEVENISH* *Div. Ct. [1894] 1 Q. B. 544*

And see ADULTERATION.

42 & 43 Vict. c. 49 (*Summary Jurisdiction*), s. 19.

A person who elects to be tried summarily under s. 12 has no right of appeal under the s. which relates only to appeals under past or future Acts. *REG. v. JUSTICES OF LONDON. Ex parte LAMBERT* — — — *Div. Ct. [1892] 1 Q. B. 684*

— — — ss. 6, 35.

An order to pay a cab-fare and costs made under s. 66 of the Towns Police Clauses Act, 1847, is an order to pay "a sum of money claimed to be due and recoverable" within s. 6, and can only be enforced as a civil debt under s. 35, and not by imprisonment. *REG. v. KERSWILL*

[*Div. Ct. [1895] 1 Q. B. 1*

— — — s. 17.

See CRIMINAL LAW—PROCEDURE. 1.

STATUTES—continued.

42 & 43 Vict. c. 49, s. 31.

The s. applies to appeals from justices sitting to grant licences, who are a court of summary jurisdiction within s. 13, sub-s. 11, of the Interpretation Act, 1869. *REG. v. JUSTICES OF GLAMORGANSHIRE. REG. v. JUSTICES OF PONTYPOOL*

[C. A. [1892] 1 Q. B. 621]

— s. 31, sub-s. 2.

What is sufficient service within the sub-s. considered.

(A) *REG. v. JUSTICES OF ESSEX* (No. 1)

[Div. Ct. [1892] 1 Q. B. 490]

(B) *REG. v. JUSTICES OF GLAMORGANSHIRE*

[C. A. [1892] 1 Q. B. 621]

— s. 31, sub-s. 3.

(A) Although justices may allow a deft. who wishes to appeal to quarter sessions to make a deposit instead of entering into recognisances, the deposit must be made strictly in accordance with the sub-s., i.e., within three days after giving notice of appeal that the justices allowing the deposit may have the notice of appeal before them. *REG. v. JUSTICES OF ANGLESEA* (No. 2)

[Div. Ct. [1892] 2 Q. B. 29]

(B) The recognisance to prosecute an appeal from an order of a court of summary jurisdiction under this sub-s. may be entered into before any court of summary jurisdiction, whether acting for the same county as the justices from whose order the appeal is brought or not. *REG. v. JUSTICES OF DURHAM* —

Div. Ct. [1895] 1 Q. B. 801

— sub-s. 5.

See SESSIONS—QUARTER SESSIONS. 3.

— s. 33 (*Special Case*).

See SUMMARY PROCEEDINGS—Appeals to the High Court.

42 & 43 Vict. c. 76 (*Companies*), s. 5.

The effect of the s. considered. *MALLESON v. NATIONAL INSURANCE AND GUARANTEE CORPORATION* —

North J. [1894] 1 Ch. 200

1880.

43 & 44 Vict. c. 41 (*Burials*), s. 1.

See BURIAL. 1.

43 & 44 Vict. c. 42 (*Employers' Liability*).

See MASTER AND SERVANT—Liability for Injuries to Workmen.

43 & 44 Vict. c. 46 (*Universities Estates*), ss. 2, 4.

The Court has jurisdiction, in the case of college land taken compulsorily by a rlwy., to authorize a mode of investment of the proceeds of sale in addition to those mentioned in s. 59 of the Lands Clauses Act, 1845. Investment in erecting new buildings is allowed. The consent of the Bd. of Agriculture to application is necessary.

(A) *Ex parte King's College, Cambridge* (No. 1) —

North J. [1891] 1 Ch. 333

(B) *Ex parte King's College, Cambridge* (No. 2) —

North J. [1891] 1 Ch. 677

43 & 44 Vict. c. 47 (*Ground Game*), s. 3.

The s. does not render void an agreement by an occupier with sole right of killing game and rabbits to let for a yearly rent the "sole right of

STATUTES—continued.

shooting and killing winged game, hares, and rabbits." *MORGAN v. JACKSON*

[Div. Ct. [1895] 1 Q. B. 535]

43 & 44 Vict. c. cxliii. (*Liverpool Corporation Waterworks*).

A reservoir created under the Act held not to be a tributary of the Severn within the Salmon Fishery Act, 1865. *GEORGE v. CARPENTER*

[Div. Ct. [1893] 1 Q. B. 505]

1881.

44 & 45 Vict. c. 12 (*Customs and Inland Revenue*), s. 27.

The incidence of the duties imposed by the s. is governed by the same principle as that which governed the old probate duty, i.e., that it should be borne by the residuary personal estate. *In re BOURNE. MARTIN v. MARTIN*

[Stirling J. [1893] 1 Ch. 155]

— s. 32.

The Crown has no right to have a mistake in the valuation for probate duty rectified after the estate has been fully administered and the executors discharged. *ATTORNEY-GENERAL v. SMITH* —

O. A. [1893] 1 Q. B. 239

— s. 38.

(A) A deed of partnership held to be a voluntary settlement within the section. *ATTORNEY-GENERAL v. GOBLING* Div. Ct. [1892] 1 Q. B. 545

(B) By a marriage settlement H. transferred personal property to trustees upon trusts, the ultimate trust being for such persons as she might appoint. The earlier trusts having failed, she by deed appointed the property to her niece:—Held, that the property so appointed was property "passing under" the marriage settlement, that the settlement and deed of appointment constituted a voluntary settlement whereby a life interest was reserved to the vendor within the s., as amended by 52 & 53 Vict. c. 7, s. 11, and that duty was therefore payable. *ATTORNEY-GENERAL v. CHAPMAN* —

Div. Ct. [1891] 2 Q. B. 533

(C) Meaning of "voluntary disposition" in the s. considered. *ATTORNEY-GENERAL v. JACOBS-SMITH* —

O. A. [1896] 2 Q. B. 341

(D) Meaning of "voluntary transfer" considered. *ATTORNEY-GENERAL v. ELLIS*

[Div. Ct. [1895] 2 Q. B. 469]

(E) In the absence of direction that sums specifically appointed under a power should be paid free of duty, held that the account duty payable must be borne by all the appointees rateably, and not by the residuary appointee exclusively. *In re CROFT. DEANE v. CROFT* —

Kekewich J. [1892] 1 Ch. 652

And see DEATH DUTIES—Account Duty.

44 & 45 Vict. c. 34 (*Open Spaces*), s. 1.

(A) This s., combined with the Disused Burial Grounds Act, 1884, ss. 2, 3, and the Open Spaces Act, 1887, ss. 2, 4, makes the term "disused burial ground" include land set apart for but never used for interments. *In re PONSFORD AND NEWPORT DISTRICT SCHOOL BOARD*

[C. A. [1894] 1 Ch. 454]

(B) "Disused burial ground" does not include

STATUTES—continued.

the site of a desecrated church in London. *In re* ECCLESIASTICAL COMMISSIONERS AND NEW CITY OF LONDON BREWERY CO. - North J. [1895] 1 Ch. 709

44 & 45 Vict. c. 41 (*Conveyancing*), s. 3, sub-s. 1, s. 13, sub-s. 1.

Leasehold reversion to which a title need not be shewn means the leasehold reversion to the lease out of which the sub-lease is granted, and not the reversion to the underlease. *GOSLING v. WOOLF* - Div. Ct. [1893] 1 Q. B. 39

— s. 3, sub-s. 3.

(A) Under the sub-s. the vendor is not bound to abstract in chief or produce deeds relating to previous dealings with property where forty years' good title is shewn. *WILLIAMS v. SPARGO*

[*Kekewich J.* [1893] W. N. 100

— s. 6, sub-s. 2, 4.

Where the general words implied under the s. are more extensive than the contract of sale, the vendor is entitled to have them limited in accordance with the contract. *In re PECK AND SCHOOL BOARD OF LONDON* - Chitty J. [1893] 2 Ch. 315

— s. 7.

Effect of conveyance as "beneficial owner" considered.

(A) *DAVID v. SABIN* - C. A. [1893] 1 Ch. 523

(B) *In re PECK AND LONDON SCHOOL BOARD* [Chitty J. [1893] 2 Ch. 315

— s. 14.

See LANDLORD AND TENANT—LEASE. 25-33.

— s. 15.

A lien by a company on shares for a debt due from the shareholder is a mortgage within s. 2, sub-s. vi., of the Act, and therefore falls within this section. *EVERITT v. AUTOMATIC WEIGHING MACHINE CO.* - North J. [1892] 3 Ch. 506

— s. 18 sub-s. (6) 55.

(A) Where a lease is invalid for non-compliance with s. 18, sub-s. 6, the statement of consideration cannot be regarded as a receipt within s. 55. *RENNER v. TOLLEY* *Stirling J.* [1893] W. N. 90

(B) A lease by a mortgagor under the s. binds the mortgagees even though they were not parties to it. *WILSON v. QUEEN'S CLUB* [1891] 3 Ch. 522

— s. 21, sub-s. 2.

Effect of the sub-s. considered. *BAILEY v. BARNES* - C. A. [1894] 1 Ch. 25

— s. 25.

Powers and duties of the Court as to giving leave to sell under the s. considered.

(A) *BREWER v. SQUARE* - *Kekewich J.* [1893] 2 Ch. 111

(B) *PROVIDENT CLERKS' MUTUAL LIFE ASSURANCE ASSOCIATION v. LEWIS* - North J. [1892] W. N. 164

(C) *NORMAN v. BEAUMONT* - *Stirling J.* [1893] W. N. 45

— s. 30.

Effect of the s. considered with reference to a devise of lands sold and subsequently reconveyed to the deviser as mortgagee. *In re CLOWES* [C. A. [1893] 1 Ch. 314

STATUTES—continued.

44 & 45 Vict. c. 41, s. 31.

(A) The Court had no jurisdiction under the Trustee Acts to interfere with a sole trustee's power of appointing new trustees under this section. *In re HIGGINBOTTOM* - *Kekewich J.* [1893] 3 Ch. 132

(B) The s. does not enable the personal representative of the survivor of two trustees nominated by a will but dying before the testator to appoint new trustees of the will. *NICHOLSON v. FIELD* [*Kekewich J.* [1893] 2 Ch. 511

(C) The s. does not contemplate an appointment of a sole surviving trustee under a will. Meaning of "personal representative" considered. *In re PARKER'S TRUSTS* *Kekewich J.* [1894] 1 Ch. 707

— s. 39.

The s. is not meant to extend to an application to remove restraint for the purpose of paying the husband's debts. *In re S—'S SETTLEMENT. G— v. C—* *Kekewich J.* [1893] W. N. 127

— s. 41.

Held. that by virtue of the s. an estate devised on trust was a settled estate within the Settled Estates Act, 1877, and that consequently a sale could be sanctioned under the latter Act. *In re SPARROW'S SETTLED ESTATE* [North J. [1893] 1 Ch. 412

— s. 43.

The s. considered.

(a) *In re BURTON'S WILL. BANKS v. HEAVEN* [Chitty J. [1892] 2 Ch. 39

(b) *In re CLEMENTS. CLEMENTS v. PEARSALL* [Chitty J. [1894] 1 Ch. 665

(c) *In re HOLFORD. HOLFORD v. HOLFORD* [C. A. [1894] 3 Ch. 30

(C) The s. allows the grant of maintenance for children out of the income of a share of residue bequeathed in trust for such of them as shall attain twenty-one, or being daughters marry, until such time as the interest of them becomes vested. *In re ADAMS. ADAMS v. ADAMS* [North J. [1893] 1 Ch. 329

(D) Gift of an immediate vested life interest to a granddaughter, *held* to be expressive of a contrary intention within sub-s. 3 so as to exclude the operation of sub-s. 2 as to accumulations.

In re HUMPHREYS. HUMPHREYS v. LEVETT [C. A. [1893] 3 Ch. 1

In re JEFFERY. ARNOLD v. BURT [North J. [1891] 1 Ch. 671

— s. 52.

Consideration of the effect of the s. with respect to the release of power of appointment. *In re RADCLIFFE. RADCLIFFE v. BEWES* [C. A. [1892] 1 Ch. 227

— s. 70.

Consideration of the effect of the s. in the case of sale of mortgaged property by leave of the Court. *MOSTYN v. MOSTYN* [C. A. [1893] 3 Ch. 376

44 & 45 Vict. c. 44 (*Solicitors' Remuneration*). See SOLICITOR—BILL OF COSTS—SOLICITORS' Remuneration Act, *passim*.

STATUTES—continued.

44 & 45 Vict. c. 58 (*Army*), ss. 108-110.

A victualling-house keeper is bound under the ss. to provide accommodation for soldiers on the march in excess of the Billet Act, which fixes the proportion and not the number of soldiers to be accommodated. *SHARRATT v. SCOTNEY*

[Div. Ct. [1899] 2 Q. B. 479]

44 & 45 Vict. c. 62 (*Veterinary Surgeons*), s. 17, sub-s. 1.

A shoeing smith who describes his place of business as a veterinary forge is liable to penalties under the sub-section. *ROYAL COLLEGE OF VETERINARY SURGEONS v. ROBINSON*

[Div. Ct. [1892] 1 Q. B. 557]

44 & 45 Vict. c. 68 (*Judicature*), s. 14.

There is no right of appeal to C. A. under the s. without the leave of the Div. Ct. *SHAW v. RECKITT*

C. A. [1893] 2 Q. B. 59

1892.

45 & 46 Vict. c. 14 (*Metropolis Management*), s. 13.

See LONDON COUNTY—BUILDINGS.

45 & 46 Vict. c. 22 (*Boiler Explosions*).

See BOILER—Boiler Explosions Act.

45 & 46 Vict. c. 38 (*Settled Land*).

See SETTLED LAND—SETTLED LAND ACTS, *passim*.

45 & 46 Vict. c. 39 (*Conveyancing*), s. 3, sub-s. 1.

Effect of the Act considered. *BAILEY v. BARNES*

C. A. [1894] 1 Ch. 25

45 & 46 Vict. c. 40 (*Copyright*).

See COPYRIGHT—Music.

45 & 46 Vict. c. 43 (*Bills of Sale*).

See BILL OF SALE, *passim*.

45 & 46 Vict. c. 50 (*Municipal Corporations*) s. 11, sub-s. 2.

Where a person was in joint occupation of licensed premises under a verbal agreement with his mother, and paid the rates, although not on the rate-book as a ratepayer:—*Held*, that he was entitled to be enrolled as a burgess within the meaning of the sub-s. *UNWIN v. McMULLEN*

[Div. Ct. [1891] 1 Q. B. 694]

— s. 22, sub-s. 2.

An approval not under seal of or acceptance by a committee of proposals for a contract is not enforceable by the corporation. *CORPORATION OF OXFORD v. CROW*

Romer J. [1893] 3 Ch. 535

— ss. 22 sub-s. 3, 42 sub-s. 1, 61 sub-s. 4.

See MUNICIPAL ELECTION. 3.

— s. 73.

This s. does not render the election of a woman valid after the lapse of twelve months. *DE SOUZA v. CORDEN*

C. A. [1891] 1 Q. B. 687

— s. 87.

The validity of the election of an alderman who is alleged not to have been elected by a majority of lawful votes is to be questioned by a petition under the s. and not by *quo warranto*. *RGO v. MORTON*

Div. Ct. [1893] 1 Q. B. 39

STATUTES—continued.

45 & 46 Vict. c. 50, ss. 108, 109, 236.

Effect of these ss. considered with respect to restrictive covenants on sale of land by a corporation. *DAVIS v. CORPORATION OF LEICESTER*

[C. A. [1894] 2 Ch. 208]

— ss. 143, 144.

The ss. considered with reference to legality of payments by a corporation. *ATTORNEY-GENERAL v. CORPORATION OF CARDIFF*

[Romer J. [1894] 3 Ch. 337]

45 & 46 Vict. c. 51 (*Parliamentary Elections*), ss. 40, 56.

Leave to amend an election petition can be given by judges on the rota for trial of election petitions. *SHAW v. RECKITT*

[Div. Ct. [1893] 1 Q. B. 779]

45 & 46 Vict. c. 61 (*Bills of Exchange*).

See BILL OF EXCHANGE, *passim*.

(HQUE. 5, 6.)

CONFLICT OF LAWS.

45 & 46 Vict. c. 75 (*Married Women*).

The Act has not rendered a gift of paraphernalia impossible. *TASKER v. TASKER*

[Jeune Pres. [1895] P. 1]

— s. 1.

Payment of rates by a married woman who has not entered into a contract with the overseers can be enforced by distress or imprisonment. *In re ELIZABETH ALLEN*

Div. Ct. [1894]

[2 Q. B. 924]

— s. 1, sub-s. 2.

Payment of costs ordered to be paid by a married woman suing without a next friend can be enforced against any property to which she is entitled free from restraint on anticipation at the date of the order. *COX v. BENNETT*

[C. A. [1891] 1 Ch. 617]

And see DIVORCE—SEPARATION—Separation Decd. 2.

— s. 1, sub-s. 5.

Meaning of "carrying on a trade separately from her husband" considered. *In re HELSBY*

Ex parte HELSBY

[1893] W. N. 189

— ss. 1, sub-ss. (3, 4), 4.

Under these ss. property appointed by the will of a married woman in the exercise of a general testamentary power of appointment becomes on her death liable to her debts and liabilities even though she had no separate estate at the time she contracted them. *In re ANN WILSON v. ANN*

[1894] 1 Ch. 549

[Sect. 1, sub-ss. (3), (4), were repealed by 56 & 57 Vict. c. 63, s. 4, and further provision made.]

— s. 2.

A woman married since 1882 can turn a base fee, created by her when a spinster, into fee simple absolute without any acknowledgment or the concurrence of the husband under s. 40 of the Fines and Recoveries Act, 1833. *In re DRUMMOND AND DAVIS'S CONTRACT*

[Chitty J. [1891] 1 Ch. 524]

A married woman trading alone cannot be made a bankrupt by a bankruptcy notice in

STATUTES—continued.

respect of a judgment against her separate estate only. *In re HANNAH LYNNES. Ex parte LESTER & Co.* - - - C. A. [1893] 2 Q. B. 113

45 & 46 Vict. c. 75, s. 5.

Damages awarded to a wife in a joint action by herself and husband are her separate property within the s. *BEASLEY v. RONEY*

[Div. Ct. [1891] 1 Q. B. 509

— — — s. 11.

A wife who has murdered her husband cannot take any interest under a trust policy in her favour on her life effected under this s. *CLEAVER v. MUTUAL RESERVE FUND LIFE ASSOCIATION*

[C. A. [1892] 1 Q. B. 147

— — — s. 19.

The effect of s. 19 of the Act on s. 2 considered.

STEVENS v. TREVOR-GARRICK

[Chitty J. [1893] 2 Ch. 307

And see MARRIED WOMAN—PROPERTY, *passim*.

1893.

46 & 47 Vict. c. 41 (*Merchant Shipping—Fishing Boats*), s. 13 (*now ss. 399, 400 of the Merch. Shipp. Act, 1894*).

The s. considered. *THE "WILHELM TELL"*

[G. Barnes J. [1892] P. 337

46 & 47 Vict. c. 51 (*Corrupt Practices*), s. 40.

A judge who is not on the rota of election judges has no jurisdiction to make an order amending an election petition. *SHAW v. BECKETT*

[Div. Ct. [1893] 1 Q. B. 779

46 & 47 Vict. c. 52 (*Bankruptcy*).

See BANKRUPTCY, *passim*.

— — — s. 4.

See BANKRUPTCY—ACT OF BANKRUPTCY.

— — — s. 9.

The s. does not take away the jurisdiction of the Court to commit or attach a defaulting but bankrupt trustee. *In re SMITH. HANDS v. ANDREWS* - - - C. A. [1893] 2 Ch. 1

— — — s. 17.

See BANKRUPTCY—PUBLIC EXAMINATION.

— — — s. 18, sub-s. 12, 13.

A scheme of arrangement under the s. in the absence of express stipulation does not pass property acquired after its date. *In re CROOM. ENGLAND v. PROVINCIAL ASSETS CO.*

[Kekewich J. [1891] 1 Ch. 695

— — — ss. 18, 20.

See BANKRUPTCY—ADJUDICATION.

— — — s. 27.

Meaning of the s. discussed. *LEAROYD v. HALIFAX JOINT STOCK BANKING CO.*

[C. A. [1893] 1 Ch. 686

And see BANKRUPTCY—EXAMINATION OF WITNESSES.

— — — s. 30 (1).

Costs incurred in an action relating to a fraudulent breach of trust are not a debt or liability within the section. *In re GREER. NAPPER v. FANSHAW* - - - Chitty J. [1893] 2 Ch. 217

— — — s. 31.

See BANKRUPTCY—OFFENCES.

STATUTES—continued.

46 & 47 Vict. c. 52, s. 32.

The s. is not retrospective. *BOURKE v. NUTT* [C. A. [1894] 1 Q. B. 725

— — — ss. 35, 36.

The principles which under the ss. govern the annulment of an adjudication apply to the annulment of a receiving order. *In re DENNIS. Ex parte DENNIS* *V. Williams J.* [1893] 2 Q. B. 690

— — — s. 37.

(A) "Liability" includes a liability under a covenant for the payment of money out of the estate of the covenantor after his death. *BARNETT v. KING* - - - C. A. [1891] 1 Ch. 4

(B) The liability of a bankrupt co-surety to contribution, though unascertained at the time of the bankruptcy proceedings, is provable under the section. *WOLMERSHAGEN v. GULLIOR*

[Wright J. [1893] 2 Ch. 514

(C) The s. and Sch. II., r. 21, considered and applied. *In re BROWNE and WINGROVE. Ex parte ADOR* - - - C. A. [1891] 2 Q. B. 574

— — — s. 38.

The meaning of "mutual credits" and "set-off" considered. *In re POLLITT. Ex parte MINOR* [C. A. [1893] 1 Q. B. 455

And see BANKRUPTCY—SET-OFF.

— — — s. 40 (3).

The history of the s. considered. The sub-s. is to be interpreted as the law stood previously to the passing of the Act; therefore, where there is no joint estate a creditor of a partnership is still entitled to have his debt paid out of the separate estates of the individual partners on an equality with the separate creditors. *In re BUDGETT. COOPER v. ADAMS*

[Chitty J. [1894] 2 Ch. 557

— — — s. 42.

See LANDLORD AND TENANT—DISTRESS.

— — — s. 44.

See BANKRUPTCY—ASSETS.

— — — s. 44 (iii).

The s. considered and compared with s. 125 of the Bankruptcy Law Consolidation Act, 1849. *In re MILLS' TRUSTS* - - - C. A. [1895] 2 Ch. 564

— — — ss. 45, 46.

The ss. considered with reference to the duties and liabilities of the sheriff. *TRUSTEE OF WOOLFORD'S ESTATE v. LEVY* *C. A.* [1892] 1 Q. B. 772

And see BANKRUPTCY—ACT OF BANKRUPTCY.

— — — s. 47.

See BANKRUPTCY—VOID SETTLEMENT.

— — — s. 48.

This s. and s. 164 of the Companies Act, 1862, compared. *In re WASHINGTON DIAMOND MINING CO.* - - - C. A. [1893] 3 Ch. 95

— — — s. 49.

A mortgagee of book debts who without notice of any act of bankruptcy by the mortgagor gives the debtor notice of his assignment is entitled to the protection conferred by the section. *RUTTER v. EVERETT* - - - Stirling J. [1893] 2 Ch. 372

And see BANKRUPTCY—FRAUDULENT PREFERENCE.

STATUTES—continued.

46 & 47 Vict. c. 52, s. 53.

See BANKRUPTCY—ASSETS. 1—6.

— s. 55.

See BANKRUPTCY—DISCLAIMER.

— s. 57.

See BANKRUPTCY—OFFICIAL RECEIVER.

— s. 72.

See BANKRUPTCY—TRUSTEE. 5.

— s. 81.

Effect of the s. considered. *BRANDEN v. MCHENRY* - - C. A. [1891] 1 Q. B. 538

— s. 104.

(A) The Court has jurisdiction under the s. to reconsider an absolute refusal of an order of discharge and, if so minded, to discharge the bankrupt. *In re TOBIAS & Co. Ex parte H. A. TOBIAS* - - Div. Ct. [1891] 1 Q. B. 463(B) The s. considered with reference to the duty of the Court as to enforcing conformity with the rules of Court as to appeals. *In re VITORIA. Ex parte SPANISH CORPORATION*

[C. A. [1894] 1 Q. B. 259]

— s. 105.

Power of amendment under the s. considered. *LOVELL AND CHRISTMAS v. BEAUCHAMP*

[H. L. (E.) [1894] A. C. 607]

— s. 112.

Meaning of the word "partnership" in the s. considered. *In re ABBOTT* - - V. Williams J. [1894] 1 Q. B. 492

— s. 122 (5).

See BANKRUPTCY—SMALL BANKRUPTCY.

— s. 125.

(A) The High Court has jurisdiction under the s. to hear a petition for the administration in Bankruptcy of a British subject who resided and died outside England. *In re EVANS. Ex parte EVANS* - - C. A. [1891] 1 Q. B. 143(B) An order under the s. may be made on petition served before grant of probate or letters of administration if at the time of the making of the order there is a duly constituted legal personal representative. *In re SLEET. Ex parte SLEET* - - C. A. [1894] 2 Q. B. 797

— s. 145.

The s. does not make a sale by sheriff by private contract, with consent of the debtor but without leave of the Court, void as against a subsequent execution creditor. *CRAWSHAW v. HARRISON* - - Div. Ct. [1894] 1 Q. B. 79

— s. 162.

The Board of Trade are entitled to enforce an order for an account against a trustee under the s. without proving that he had in his hands after the passing of the Act any unclaimed or undistributed funds or dividends. *In re CORNISH. Ex parte Bd. of Trade* Div. Ct. [1895] 2 Q. B. 634; [affirm. by C. A. [1895] W. N. 152 (3)]

— s. 168.

A man in possession who sells the goods of a judgment debtor by direction of the sheriff is not a "sheriff" within the section. *BELLISE v. M'GINN* - - Div. Ct. [1891] 2 Q. B. 227

STATUTES—continued.

46 & 47 Vict. c. 52, s. 168.

Meaning of "secured creditors" considered.

(A) *In re POTTS. Ex parte TAYLOR*

[C. A. [1893] 1 Q. B. 648]

(B) *In re HALLETT & Co. Ex parte COCKS, BIDDULPH & Co.* - C. A. [1894] 2 Q. B. 258

46 & 47 Vict. c. 57 (Patents, &c.).

See DESIGN, *passim*.PATENT, *passim*.TRADE-MARK, *passim*.

46 & 47 Vict. c. 61 (Agricultural Holdings).

See LANDLORD AND TENANT—LEASE. 1—3.

— s. 9, sub-s. 6.

See COUNTY COURT—Jurisdiction. 3.

46 & 47 Vict. c. 62 (Agricultural Holdings, Scotland), s. 7.

Meaning of "determination of tenancy" in this s. considered. *BLACK v. CLAY*

[H. L. (S.) [1894] A. C. 363]

46 & 47 Vict. c. lxx. (Birmingham), s. 90.

The exception in this s. construed in *BIRMINGHAM CORPORATION v. FOSTER*

[Kamer J. [1894] W. N. 43]

1894.

47 & 48 Vict. c. 18 (Settled Land).

See SETTLED LAND—SETTLED LAND ACTS. 2, 17.

47 & 48 Vict. c. 43 (Summary Jurisdiction), ss. 4, 5.

The Act does not apply to cases contemplated by s. 6 of the Summary Jurisdiction Act, 1879; but provides for procedure instead of the enactments specified in the repeal schedule. *REG. v. KEESWILL* - - Div. Ct. [1895] 1 Q. B. 1

— s. 6.

The s. considered with reference to the effect of the Act in 9 Geo. 4, c. 61, s. 29. *REG. v. JUSTICES OF LONDON* - - C. A. [1895] 1 Q. B. 612

— s. 7.

Meaning of "court of summary jurisdiction" in the s. considered. *REG. v. JUSTICES OF GLAMORGANSHIRE* - - C. A. [1892] 1 Q. B. 621

— s. 7, 10.

Effect of the ss. on remedies for recovery of rates considered. *Ex parte ALLEN*

[Div. Ct. [1894] 2 Q. B. 924]

47 & 48 Vict. c. 54 (Yorkshire Registry), ss. 3, 4, 14.

Meaning of "assurance," "conveyance," and "memorandum of charge" considered. *RODGER v. HARRISON* - - C. A. [1893] 1 Q. B. 161

47 & 48 Vict. c. 61 (Judicature), s. 8.

The s. does not apply to decisions of the Q. B. D. or applications to review the decision of an official referee, or a case sent to him under s. 14 of the Arbitration Act. *MURDAY v. NORTON* [C. A. [1892] 1 Q. B. 403]

47 & 48 Vict. c. 68 (Matrimonial Causes), s. 3.

A restraint on anticipation prevents the Court from ordering a settlement of the wife's property for the benefit of the husband. *MICHELL v. MICHELL* (No. 1) - - C. A. [1891] P. 208

STATUTES—continued.

47 & 48 Vict. c. 68, s. 5.

(A) The effect of the s. is to empower the Court to refuse a decree for restitution where the result of such decree would be to compel the Court to treat one of the spouses as having deserted the other without reasonable cause, contrary to the facts of the case. *RUSSELL v. RUSSELL* (No. 2)

[C. A. [1895] P. 315]

(B) The s. considered with reference to question of delay in demand for restitution of conjugal rights. *BEAULIERE v. BEAULIERE*

[Juene Pres. [1895] P. 220]

47 & 48 Vict. c. 72 (*Disused Burial Grounds*), ss. 2, 3.

These ss. combined with the Metropolitan Open Spaces Act, 1881, s. 1, and the Open Spaces Act, 1887, ss. 2, 4, make the term "disused burial ground" include land set apart for, but never used for, interments. *In re PONSFORD AND NEWPORT DISTRICT SCHOOL BOARD*

[C. A. [1894] 1 Ch. 454]

47 & 48 Vict. c. ccxxii. (*Cardiff Corporation*).

The corporation held not to be entitled under the Act to pay interest on a contribution authorized by the Act to a college, and for the purposes of a scheme not actually carried out. *ATTORNEY-GENERAL v. CORPORATION OF CARDIFF*

[*Romer J.* [1894] 2 Ch. 337]**1895.**48 & 49 Vict. c. 3 (*Representation of the People*), s. 5.

Occupiers of stands in a market at an annual rent of above £10 held to be entitled to the borough occupation franchise. *HALL v. METCALFE*

— s. 9, sub-s. 9.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

48 Vict. c. 15 (*Registration of Electors*).

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

48 & 49 Vict. c. 51 (*Customs and Inland Revenue*).

See CORPORATION—DUTY.

48 & 49 Vict. c. 69 (*Criminal Law Amendment*), s. 4.

(A) To prove the offence of unlawfully and carnally knowing a girl under the age of thirteen under the s., it is not necessary to prove emission. *REG. v. MARSDEN*

[C. C. R. [1891] 2 Q. B. 149]

(B) A male of under fourteen cannot be convicted under the s. of carnally knowing a girl under thirteen. *REG. v. WAITE*

[C. C. R. [1892] 2 Q. B. 600]

— ss. 4, 9.

A male under fourteen indicted for an offence under s. 4 may be convicted under s. 9 of indecent assault. *REG. v. WILLIAMS*

[C. C. R. [1893] 1 Q. B. 320]

— s. 5.

A girl under sixteen cannot be convicted of aiding an offence under the s. upon herself. *REG. v. TYRELL*

— C. C. R. [1894] 1 Q. B. 710]

STATUTES—continued.

48 & 49 Vict. c. 69, s. 13.

See CRIMINAL LAW—OFFENCES AGAINST MORALITY.

SUMMARY PROCEEDINGS.

1886.49 & 50 Vict. c. 27 (*Guardianship of Infants*). See INFANT—CUSTODY. 2, 3.49 & 50 Vict. c. 33 (*International Copyright*). See COPYRIGHT—International, *passim*.49 & 50 Vict. c. 52 (*Married Woman—Maintenance in Case of Desertion*).

See DIVORCE—DESERTION. 3.

[*The Act was repealed and further provision made by 58 & 59 Vict. c. 39.*]49 & 50 Vict. c. 54 (*Extraordinary Tithe Redemption*).

See TITHE. 2, 4.

1887.50 & 51 Vict. c. 20 (*Criminal Law and Procedure, I.*).

A member of an English school board convicted of "conspiracy" under this Act, and imprisoned:—*Held*, to have been "punished with imprisonment for crime, and so to have vacated his seat." *CONYBEARE v. LONDON SCHOOL BOARD*

[Div. Ct. [1891] 1 Q. B. 118]

50 & 51 Vict. c. 21 (*Water Companies*), s. 4.

Under the s. the purchaser of a dwelling-house is liable to a personal action at the suit of the waterworks co. to recover arrears of water-rate which accrued due before the date of the purchase. *EAST LONDON WATERWORKS CO. v. KELLERMAN*

— Div. Ct. [1892] 2 Q. B. 72]

50 & 51 Vict. c. 28 (*Merchandise Marks*), s. 2, sub-s. 1 (d).

An invoice describing a cask of beer as a "barrel," although it did not contain thirty-six gallons:—*Held*, to apply a false trade description to the cask within the meaning of the sub-s., although the invoice was not physically attached to the cask. *BUDD v. LUCAS*

[Div. Ct. [1891] 1 Q. B. 408]

50 & 51 Vict. c. 29 (*Margarine*).

See ADULTERATION.

50 & 51 Vict. c. 30 (*Settled Land*).See SETTLED LAND ACTS, *passim*.50 & 51 Vict. c. 32 (*Open Spaces*), ss. 2, 4.

These ss., combined with the Metropolitan Open Spaces Act, 1881, s. 1, and the Disused Burial Grounds Act, 1884, ss. 2, 3, make the term "disused burial-ground" include land set apart for, but never used for, interments. *In re PONSFORD AND NEWPORT DISTRICT SCHOOL BOARD*

[C. A. [1894] 1 Ch. 454]

50 & 51 Vict. c. 46 (*Truck*).

The Act does not apply to a railway guard, as he is not a "workman" within s. 10 of the Employers' Liability Act, 1875. *HUNT v. GREAT NORTHERN RAILWAY CO. (No. 1)*

[Div. Ct. [1891] 1 Q. B. 601]

STATUTES—continued.

- 50 & 51 Vict. c. 46, s. 6.
This s. does not apply to written contracts excepted by s. 23 of the Truck Act, 1831. *LAMB v. GREAT NORTHERN RAILWAY CO.*
[Div. Ct. [1891] 2 Q. B. 281]
- 50 & 51 Vict. c. 55 (*Sheriff*).
See *SHERIFF*.
- 50 & 51 Vict. c. 58 (*Coal Mines Regulation*).
See MINES AND MINERALS—Coal Mines Regulation Act.
- 50 & 51 Vict. c. 71 (*Coroners*), s. 36.
See *CORONER*. 2.

1893.

- 51 & 52 Vict. c. 2 (*National Debt Conversion*), s. 25, sub-s. 2.
See *NATIONAL DEBT—Conversion*.
- 51 & 52 Vict. c. 8 (*Customs and Inland Revenue*), s. 17.
See *STOCK EXCHANGE*. 5.
- 51 & 52 Vict. c. 20 (*Patents, Designs, and Trade Marks*), ss. 10, 16.
See *TRADE-MARK*.
- 51 & 52 Vict. c. 21 (*Distress*), s. 7.
See *LANDLORD AND TENANT—DISTRESS*. 1.
- 51 & 52 Vict. c. 25 (*Railway and Canal Traffic*), ss. 9, 10.
These ss. do not confer exclusive jurisdiction on the *Commrs. BARRY RAILWAY CO. v. TAFF VALE RAILWAY CO.* - C. A. [1895] 1 Ch. 128
And see *RAILWAY AND CANAL COMMISSION*.
- s. 27.
(A) *Seem*, that the s. does not limit the power of Court to deal with questions of undue preference to cases where a lower charge is necessary for the public interests. *LIVERPOOL COGN TRADE ASSOCIATION, LIMITED v. LONDON AND NORTH WESTERN RAILWAY CO.* - *Railway and Canal Commrs.* [1891] 1 Q. B. 190
- (B) Undue preference as to foreign merchandise explained. *MANSION HOUSE ASSOCIATION ON RAILWAY TRAFFIC v. LONDON AND SOUTH WESTERN RAILWAY* *Railway and Canal Commrs.* [1895] 1 Q. B. 927
And see *RAILWAY AND CANAL COMMISSION—RAILWAY—REGULATION*.

- s. 29.
The power conferred by the s. to fix group rates "notwithstanding any provision in any general or special Act" cannot affect the rates chargeable under express statutory provisions for conveying traffic to a terminus not within the group. *DAVIS & SONS v. TAFF VALE RAILWAY CO.* - H. L. (E.) [1895] A. C. 542
- 51 & 52 Vict. c. 41 (*Local Government*), s. 8 (v.), 28, 78.
A meeting of a county council for granting music and dancing licences under 25 Geo. 2, c. 36, is not the sitting of a judicial tribunal so as to make the statements of members of the council absolutely privileged. *ROYAL AQUARIUM AND SUMMER AND WINTER GARDEN SOCIETY, LD. v. PARKINSON* - C. A. [1892] 1 Q. B. 481

STATUTES—continued.

- 51 & 52 Vict. c. 41, s. 3 (vi).
A county council is rateable for the occupation of an industrial school established by justice, under the Industrial Schools Act, 1866 and 1872, and vested in the council by the above section. *DURHAM COUNTY COUNCIL v. CHESTER-LE-STREET ASSESSMENT COMMITTEE*
[Div. Ct. [1891] 1 Q. B. 330]
- ss. 3 sub-s. (x.), (xi.), 5, 59.
The right of a county council to elect coroners applies only to coroners formerly elected under a writ *de coronato elegendo*, and does not extend to franchise coroners. *In re THE LOCAL GOVERNMENT ACT, 1888.* *Ex parte LONDON COUNTY COUNCIL* - Div. Ct. [1892] 1 Q. B. 33
- s. 9.
The power to divide a county into police districts is vested in the Standing Joint Committee. *Ex parte LEICESTERSHIRE COUNTY COUNCIL AND THE STANDING JOINT COMMITTEE OF THE COUNTY OF LEICESTER* - Div. Ct. [1891] 1 Q. B. 53
- s. 11 (2).
Under the sub-s. it is the duty of the county council to contribute to the repair and maintenance in an urban district of the footway, on the sides of distarnpiked roads constituted main roads by s. 18 of the Highways, &c., Act, 1878. *In re CORPORATION OF BURSLEM AND COUNTY COUNCIL OF STAFFORDSHIRE*
[C. A. [1895] W. N. 146 (4)]
- ss. 11, 23, 68.
The repairs of a road, declared under s. 20 of the Highways, &c., Act, 1878, to be repairable by the hundred in which it lies, are a general county purpose within these sections. *REG. v. DOLBY (No. 2)* - Div. Ct. [1892] 2 Q. B. 736
- ss. 11 (2), 35.
Where an urban authority claims under s. 11 (2) to maintain a main road, the amount payable by the county council in respect of the maintenance of the road if not agreed can be settled only by arbitration of the Local Government Board. *In re BEDFORDSHIRE COUNTY COUNCIL v. BEDFORD URBAN SANITARY AUTHORITY*
[Div. Ct. [1894] 2 Q. B. 786]
- s. 24 (2) (j).
A borough maintaining its own police is entitled to be paid by the county council one half of the cost of the pay and clothing of extra police temporarily added from another police force and paid for by agreement. *REG. v. YORKSHIRE WEST RIDING (COUNTY COUNCIL)*
[C. A. [1895] 1 Q. B. 805]
- s. 29.
No appeal lies from a decision given by the High Court on a question submitted to them under this s., the jurisdiction of the Court being merely consultative and not judicial. *Ex parte COUNTY COUNCIL OF KENT AND THE COUNCILS OF THE BOROUGH OF DOVER AND SANDWICH (No. 2)*
[C. A. [1891] 1 Q. B. 725]
- s. 35.
Seem, that under the Act, where the population of a borough having a separate court of quarter sessions is 10,000 or upwards, the expenses of quarter and petty sessions are payable out of

STATUTES—continued.

the borough rates; where the population is under 10,000, out of the county rates.

(A) *Ex parte* COUNTY COUNCIL OF KENT AND THE COUNCIL OF DOVER (No. 1), and *Ex parte* COUNTY COUNCIL OF KENT AND COUNCIL OF SANDWICH (No. 1) - Div. Ct. [1891] 1 Q. B. 389

(B) *In re* COUNTY COUNCIL OF HEREFORDSHIRE AND COUNCIL OF LEOMINSTER

[Div. Ct. [1895] 1 Q. B. 43

51 & 52 Vict. c. 41, s. 57.

The s. gives the county council power to amend local and personal portions of public and general Acts, as well as Acts entirely local and personal. *Reg. v. LONDON COUNTY COUNCIL*

[C. A. [1893] 2 Q. B. 454

— ss. 62, 86.

The ss. considered with reference to the powers of visitors of county lunatic asylums. *HOWLETT v. MAYOR, &c., of MAIDSTONE.*

[C. A. [1891] 2 Q. B. 110

— ss. 63, 87.

Provisions of the ss. as to arbitration discussed. *In re* COUNTY COUNCIL OF KENT AND SANDGATE LOCAL BOARD - Div. Ct. [1895] 2 Q. B. 43

— s. 84.

The s. imposes on a county council the obligation to pay the salary of a clerk to the justices of a borough within the administrative county, with population under 10,000 and a separate commission of the peace, and all fees and costs not excluded in the fixing of the salary should be paid into the county fund. *In re* HEREFORDSHIRE COUNTY COUNCIL AND LEOMINSTER TOWN COUNCIL, AND *In re* LOCAL GOVERNMENT ACT, 1888

[Div. Ct. [1895] 1 Q. B. 43

51 & 52 Vict. c. 42 (*Mortmain*).

The Act does not apply to wills made by a person domiciled in a colony. *CANTERBURY (CORPORATION) v. WYBURN* J. C. [1895] A. C. 89

— s. 4.

The s., so far as it applies to wills, is repealed by s. 5 of the *Mortmain Charitable Uses Act, 1891*. *In re* HUME. *FORBES v. HUME*

[C. A. [1895] 1 Ch. 423

And see CHARITY—MORTMAIN.

51 & 52 Vict. c. 43 (*County Courts*), s. 56.

A patent is a franchise within the meaning of this s., and, therefore, an action in which the title to a patent comes in question cannot be tried in a county court. *Reg. v. JUDGE OF HALIFAX COUNTY COURT* C. A. [1891] 2 Q. B. 283

— s. 48.

No appeal lies from an order of a county court judge imposing a fine for assaulting an officer of the Court. *LEWIS v. OWEN*

[Div. Ct. [1894] 1 Q. B. 102

— ss. 56, 74.

The ss. considered with reference to the statutes conferring Admiralty jurisdiction on county courts. *PUGSLEY & Co. v. ROPKENS & Co.*

[C. A. [1892] 2 Q. B. 184

And see COUNTY COURT—Jurisdiction.

— s. 57.

Meaning of "admitted set-off" in the s. considered. *LOVEJOY v. COLE*

[Div. Ct. [1894] 2 Q. B. 861

STATUTES—continued.

51 & 52 Vict. c. 43, s. 60.

The s. applies only to easements in respect of which there are dominant and servient tenements. *HAWKINS v. RUTTER* Div. Ct. [1892] 1 Q. B. 668

— s. 65.

(A) A High Court judge has no jurisdiction to make any order in an action after transfer under the section.

(a) *HARRIS & SONS v. JUDGE*

[C. A. [1892] 2 Q. B. 565

(b) *DUKE v. DAVIS* - C. A. [1893] 2 Q. B. 260

(B) The s. does not give power to remit an action for unliquidated damages even when a specified sum is indorsed on the writ. *BASSETT v. TONG*

[Div. Ct. [1894] 2 Q. B. 332

(c) A plff. claiming £25 recovered £8 under O. xiv. and discontinued. The deft. had counter-claimed. A master of the High Court then remitted the counter-claim of £18 10s. to the City of London Court:—*Held*, that under the s. there was no jurisdiction to remit the counter-claim. *Reg. v. JUDGE OF CITY OF LONDON COURT (No. 1)* - Div. Ct. [1891] 2 Q. B. 71

(d) "Convenient thereto" in the s. means convenient to the parties. *BURKILL v. THOMAS*

[C. A. [1893] 1 Q. B. 312

(e) An action in which not more than 100l. is claimed may be remitted under the s. even where a counter-claim for unliquidated damages is set up. *GULFORD v. LAMBETH* C. A. [1895] 1 Q. B. 92

— s. 66.

A counter-claim in tort is not an action within the meaning of the section. *DELOBBEL-FLIPO v. VARTY* - Div. Ct. [1893] 1 Q. B. 683

— s. 72.

A solicitor employed as managing clerk has no right of audience in matters in which his employers are retained, not being the solicitor acting generally in the action within this section. *Reg. v. OXFORDSHIRE COUNTY COURT JUDGE*

[Div. Ct. [1894] 2 Q. B. 440

— s. 74.

(A) Under this s. an action can now be commenced in the county court district in which the defendants dwell or carry on their business. *The "HERO"* - Butt Pres. [1891] P. 294

(B) Default in payment is part of the cause of action. *NORTHEY STONE Co. v. GIDNEY*

[C. A. [1894] 1 Q. B. 99

— ss. 74, 135.

The jurisdiction given to the City of London Court by s. 39 of London (City) Small Debts Extension Act, 1852, over defts. who do not dwell or carry on business, but only "have employment" within the City, is not taken away by these ss., which assimilate the jurisdiction and procedure of the City Court to that of a county court. The statutes conferring jurisdiction on the City of London Court reviewed. *KUTNER v. PHILLIPS* - Div. Ct. [1891] 2 Q. B. 267

— s. 86.

Effect of the proviso to the s. considered with reference to O. v., r. 10. *GORDON v. EVANS*

[C. A. [1894] 1 Q. B. 218

STATUTES—continued.

51 & 52 Vict. c. 43, s. 101.

See COUNTY COURT—Admiralty Jurisdiction. 9.

— s. 116.

The s. applies to all actions which might have been brought in the county court or remitted there under s. 65. *WHITE v. COHEN*

[C. A. [1893] 1 Q. B. 580]

The provisions of the Judicature Acts and Rules as to costs do not affect provisions in special statutes, e.g., in the Copyright Act, 1833, giving special costs in particular cases. *KEEVE v. GIBSON*

C. A. [1891] 1 Q. B. 652

And see COUNTY COURT—Costs.

PRACTICE—Costs—County Court Scale.

Sub s. 2 does not apply in cases remitted under s. 65, but only where the High Court still has jurisdiction. *HARRIS & SONS v. JUDGE*

[C. A. [1892] 2 Q. B. 565]

— ss. 118, 119.

The ss. construed with reference to the jurisdiction of the taxing officer to allow solicitor and client costs. *In re LANGTON AND BIDEN*

[C. A. [1891] 1 Q. B. 349]

— s. 120.

(A) No appeal to the High Court lies where the order of the county court judge granting a new trial is made solely on the ground that the verdict is against the weight of evidence.

(a) *How v. LONDON AND NORTH WESTERN RAILWAY COMPANY* - C. A. [1892] 1 Q. B. 391(b) *POLE v. BRIGHT* - [1892] 1 Q. B. 603(B) Under this and the following ss. there is no right of appeal from a county court except upon a question of law raised and submitted to the county court judge at the trial. *SMITH v. BAKER & SONS*

[H. L. (E.) [1891] A. C. 325]

(c) An appeal lies under the s. from a final judgment of a county court judge in an Admiralty action, even though the amount decreed does not exceed £50.

(a) *THE "EDEN"* - Div. Ct. [1892] P. 67(b) *THE "DELANO"* - C. A. [1895] P. 40(D) Refusal to revoke a grant of letters of administration in the absence of evidence of fraud is a decision of a point of law within the s. *COPELAND v. SIMISTER* - Div. Ct. [1893] P. 16

— ss. 120, 124.

Considered with reference to appeals under the Rivers Pollution Prevention Act, 1876. *KIRKHEATON DISTRICT LOCAL BOARD v. AINLEY SONS & CO.* - C. A. [1892] 2 Q. B. 274

— s. 132.

Effect of the s. considered. *THE "RECEPTA"* [C. A. [1893] P. 255]

— s. 153.

The s. does not give the judge jurisdiction to stay execution on account of the mere inability of a deft. to pay owing to want of means. *ATTENBOROUGH v. HENSCHKE*

[Div. Ct. [1895] 1 Q. B. 833]

STATUTES—continued.

51 & 52 Vict. c. 43, s. 164.

Semble, that the s. only empowers the making of such rules as affect the practice of a county court. *In re PORTSEA BUILDING SOCIETY*

[V. Williams J. [1892] 3 Ch. 205]

— s. 186.

An order of a county court judge fining a person for assaulting a bailiff in the execution of his duty is not a "matter" within the s. *LEWIS v. OWEN* - C. A. [1894] 1 Q. B. 102

— s. 188.

Although the s. repeals the whole of the County Courts Act, 1875, it does not revive any enactment not "in force" at the time of the repeal, e.g., it does not revive the necessity for special leave to appeal to the C. A., where the Div. Ct. has given a decision of a county court appeal (Judicature Act, 1873, s. 45), which necessity was abolished by s. 10 of the Act of 1875, where the Admiralty Court "alters" the judgment of the county court. *THE "DART"*

[C. A. [1893] P. 33]

51 & 52 Vict. c. 42 (*Mortmain*), ss. 4, 10 (iii.).

See CHARITY—MORTMAIN. 3.

51 & 52 Vict. c. 50 (*Patents, &c.*)

— s. 1.

Validity of rules made under the s. considered. *INSTITUTE OF PATENT AGENTS v. LOCKWOOD*

[H. L. (S.) [1894] A. C. 347]

— s. 10 (*substituted for s. 64 of 1883 Act*).

— sub-s. (d).

A word cannot be registered as an "invented word" under the clause if it has any reference to the character or quality of the goods within clause (e). *In re FARBENFABRIKEN APPLICATION*

[C. A. [1894] 1 Ch. 645]

— sub-s. (e).

The sub-s. overrules *McAndrew v. Bassett* (4 D. J. & S. 480). *In re SIR TITUS SALT, BART., SON & CO.'S APPLICATION*

[Chitty J. [1894] 3 Ch. 166]

Part of a firm's name may be put on a mark without disclaiming the right to exclusive use of the firm's name. *In re COLMAN'S TRADE-MARK* (No. 2) - Stirling J. [1894] 3 Ch. 115

And see PATENT—DESIGN—TRADE-MARK.

51 & 52 Vict. c. 52 (*Public Health*), s. 3.Meaning of words "front main wall" and "in the same street" explained. *ATTORNEY-GENERAL v. EDWARDS* - Romer J. [1891] 1 Ch. 19451 & 52 Vict. c. 59 (*Trustees*).The object of this Act is to remove some of the then existing liability of trustees, not to alter the law as between tenant for life and remainderman. *In re BARING. JEUNE v. BARING*

[Kekewich J. [1893] 1 Ch. 61]

— s. 2.

History of the s. considered. *In re HETLING AND MERTON'S CONTRACT* C. A. [1893] 3 Ch. 269

— ss. 4, 5, 6.

The effect of these ss. as to right of trustees to indemnity considered. *In re SOMERSET. SOMERSET v. EARL POULETT*

[C. A. [1894] 1 Ch. 231]

STATUTES—continued.

51 & 52 Vict. c. 59, s. 6.

The words "in writing" in the s. apply only to "consent," and not to "instigation" or "request." *Griffith v. Hughes*

[Kekewich J. [1892] 3 Ch. 105]

— s. 8.

Limitation of action.

See LIMITATIONS, STATUTE OF.

TRUSTEES—DUTIES AND LIABILITIES

—Breach of Trust. 8.

51 & 52 Vict. c. 62 (*Bankruptcy—Preferential Payments*).See BANKRUPTCY, *passim*.51 & 52 Vict. c. 64 (*Label*), s. 8.

No appeal lies from an order made by a judge at chambers under this s., allowing a criminal prosecution to be commenced against the proprietors, &c., of a newspaper for a libel published therein. *Ex parte Fulbrook* — Div. Ct.

[1892] 1 Q. B. 86]

51 & 52 Vict. c. 65 (*Solicitors*).

See SOLICITOR—MISCONDUCT.

1890.

52 & 53 Vict. c. 7 (*Customs and Inland Revenue*), s. 5.

See DEATH DUTIES—Estate Duty.

— s. 11.

Duty leviable under the s. held to be payable rateably by appointees under a will made in exercise of a power of appointment. *In re Croft. Deane v. Croft* Kekewich J. [1892] 1 Ch. 652

And see DEATH DUTIES—Settlement Duty. 1, 2.

52 & 53 Vict. c. 10 (*Commissioners for Oaths*).

The power to revoke appointments made before the Judicature Acts is vested by this Act in the Lord Chancellor, and such commissions continue till revoked by him. *Ward v. Gamgee*

[Stirling J. [1891] W. N. 165]

52 & 53 Vict. c. 21 (*Weights and Measures*), s. 28.

A bye-law under the s. requiring a weighing machine to be carried when coal is sold out of a vehicle held to be valid. *Kent (County Council) v. Humphrey*

[Div. Ct. [1895] 1 Q. B. 908]

And see WEIGHTS AND MEASURES.

52 & 53 Vict. c. 27 (*Advertising Stations*), s. 3.

A building contractor who lets a hoarding for advertisements is rateable under the section. *Chappell v. Overseers of St. Botolph*

[Div. Ct. [1892] 1 Q. B. 561]

52 & 53 Vict. c. 32 (*Trust Investments*), s. 3.

Trustees have power to vary investments, not only of moneys invested under the s., but also of moneys invested in any description of fund mentioned in the section. *Hume v. Lopes*

[H. L. (E.) [1892] A. C. 112]

— ss. 3, 6.

These ss. held to authorize trustees to invest in India 3½ per cent. Stock, but not to appropriate such an investment to answer an annuity. *In re Othwaite. Othwaite v. Taylor*

[Kekewich J. [1891] 3 Ch. 494]

STATUTES—continued.

52 & 53 Vict. c. 40 (*Welsh Intermediate Education*), s. 13.

See CHARITY—CHARITY COMMISSIONERS.

52 & 53 Vict. c. 42 (*Revenue*), s. 16.

See STAMPS. 2.

52 & 53 Vict. c. 43 (*Merchant Shipping—Tonnage*), s. 3, sub-s. (b) (i.) (ii.). (Now s. 79 of the *Merchant Shipping Act, 1894*.)

(A) Navigation spaces are not to be deducted in calculating the gross tonnage of a steamship for purposes of limiting liability. *The "Umbilo"*

[Hannen Pres. [1891] P. 118]

(B) *Secus*, on a sailing ship. *The "Pilgrim"*

[Bruce J. [1895] P. 117]

(C) The space between the inner and outer plating of a vessel with a double bottom for water ballast need not be included in calculating the gross tonnage. *The "Zanzibar"*

[Jeune J. [1892] P. 283]

52 & 53 Vict. c. 45 (*Factors*).

See FACTOR—Hire and Purchase Agreement. 2-5.

52 & 53 Vict. c. 46 (*Merchant Shipping*), s. 1. (Now s. 167 of the *Merchant Shipping Act, 1894*.)

See SHIP—MARITIME LIEN.

52 & 53 Vict. c. 49 (*Arbitration*), s. 2.

This s. refers to all submissions whether made before or after the commencement of the Act.

(A) *In re Williams and Stepney*

[O. A. [1891] 2 Q. B. 257]

(B) *In re Wilson & Son and Eastern Counties Navigation and Transport Co.*

[Div. Ct. [1892] 1 Q. B. 81]

And see ARBITRATION—Award. 3.

— s. 4.

(A) Meaning of "step in the proceedings" explained in *Ives and Barker v. Williams*

[O. A. [1894] 2 Ch. 478]

(B) Application for interrogatories; and, *semble*, also filing a counter-claim is a "step in the proceedings." *Chappell v. North*

[Div. Ct. [1891] 2 Q. B. 252]

(C) Obtaining an order for extension of time for delivery of defence is a "step in the proceedings" within the section. *Bartlett v. Ford's Hotel Co.*

[affirm. by H. L. (E.) [1895] W. N. 153 (10)]

(D) Application by letter for an extension of time is not taking a "step in the proceedings." *Brighton Marine Palace and Pier Co. v. Woodhouse*

[North J. [1893] 2 Ch. 486]

And see ARBITRATION—Staying Proceedings.

(E) Meaning of "in accordance with the submission" considered. *Denton v. Legge*

[Kekewich J. [1895] W. N. 46]

— s. 5.

"May" in the s. is equivalent to "must." *In re Eyre and the Corporation of Leicester*

[C. A. [1892] 1 Q. B. 138]

— s. 10.

See ARBITRATION—Award. 3.

STATUTES—continued.

52 & 53 Vict. c. 49, s. 14.

Both the Court and the arbitrator can order inspection under the section. *MACALPINE & Co. v. CALDER & Co.* - Div. Ct. [1893] 1 Q. B. 545

The Court can under the s. direct a compulsory reference if the cause involves in any way a matter of account. *HURLBATT v. BARNETT & Co.* [C. A. [1893] 1 Q. B. 77

— ss. 14, 15, 25.

The jurisdiction of the Court to review the findings of an arbitrator is confined to references which are or could be made under the statutory power, and does not include references which from their extended scope can only be made by consent. *DARLINGTON WAGON Co. v. HARDING AND TROUVILLE PIER, & Co.*

[C. A. [1891] 1 Q. B. 245

— s. 14.

Where a question has under the section been referred to an official referee, there is an appeal asking for a new trial to the Divisional Court, and therefrom to the Court of Appeal. *MUNDAY v. NORTON* - C. A. [1892] 1 Q. B. 403

And see PRACTICE—REFERENCE—Official Referee.

— s. 19.

(A) A building society arbitration comes within the operation of this s.; and the Court can order the arbitrator in these arbitrations to state a special case. *TABERNACLE PERMANENT BUILDING SOCIETY v. KNIGHT*

[H. L. (E.) [1892] A. C. 298

[*But see now Building Societies Act, 1894* (57 & 58 Vict. c. 47), s. 20.]

(B) No appeal lies from the Div. Ct. on a case stated under this s. *In re KNIGHT AND TABERNACLE PERMANENT BUILDING SOCIETY*

[C. A. [1893] 2 Q. B. 613

— 19, 24.

The ss. apply to an arbitration under s. 63 of the Local Government Act, 1888. *In re COUNCIL OF KENT v. SANDGATE LOCAL BOARD*

[Div. Ct. [1895] 2 Q. B. 43

— s. 27.

Submission means "a written agreement" to submit differences to arbitration, but not necessarily an agreement signed by both parties. *BAKER v. YORKSHIRE FIRE AND LIFE ASSURANCE Co.* - Div. Ct. [1892] 1 Q. B. 144

52 & 53 Vict. c. 55 (*University, S.*), ss. 16, 19, 20

The power of affiliating given by s. 16 is not exercisable except under the restrictions imposed by ss. 19, 20. *METCALFE v. COX*

[H. L. (S.) [1895] A. C. 328

52 & 53 Vict. c. 63 (*Interpretation*), s. 13, sub-s. 11.

Licensing justices are "a court of summary jurisdiction" within the above sub-s.

(A) *REG. v. JUSTICES OF GLAMORGANSHIRE. REG. v. JUSTICES OF PONTYPOL*

[C. A. [1892] 1 Q. B. 621

(B) *REG. v. JUSTICES OF LONDON COUNTY*

[C. A. [1895] 1 Q. B. 616

STATUTES—continued.

52 & 53 Vict. c. 63, s. 38.

The effect of the s. as to saving of existing rights and liabilities considered in relation to effect of the Tithe Act, 1891, on former Tithe Acts. *In re TITHE ACT, 1891. ROBERTS v. POTTS. JONES v. COOKE* - C. A. [1894] 1 Q. B. 213

1890.

53 & 54 Vict. c. 5 (*Lunacy*), s. 94, sub-s. 2.

A master in lunacy who is holding an inquisition of lunacy has jurisdiction to issue attachment against the alleged lunatic for disobedience to an order to attend for examination, but in ordinary cases should refer the matter to the Court. *In re B—* (No. 2) - L.J.J. [1892] 1 Ch. 459

— s. 109

The Court can under the s. direct payment of the costs of a lunacy inquiry out of the estate of the alleged lunatic. *In re CATHCART*

[C. A. [1892] 1 Ch. 549

— ss. 116 (2), 120 (h).

Under the ss. the Court has power to authorise the person appointed to act as committee of the estate of the alleged lunatic to exercise the power of leasing vested in the latter as tenant for life under the Settled Land Act, 1882. *In re SALT* - C. A. [1894] W. N. 156 (5)

— ss. 116, 146, 333.

(A) There is jurisdiction under s. 146 to make an order appointing a receiver of bank stock standing in the name of a person incapacitated through "mental" infirmity, and under ss. 146, 333 the Bank of E. may safely act on such order. *In re BROWNE* - C. A. [1894] 3 Ch. 412

(B) On a person being found lunatic the jurisdiction of the Court of Lunacy immediately attaches to his property, and cannot be ousted by a subsequent adjudication in bankruptcy made without the consent of the Court. *In re FARNHAM*

[C. A. [1895] 2 Ch. 799

(C) The maintenance of a lunatic's wife does not fall within the section. *In re WINKLE*

[C. A. [1894] 2 Ch. 519

(D) The s. considered with reference to lunacy of an administrator. *In the Goods of ANNE COOKE* - [1895] P. 68

— ss. 116 (d), 120, 128.

Sections 120, 128 empower the Court to authorize the exercise of a power of sale vested in a lunatic tenant for life by a person authorized under s. 116, sub-s. 1 (d), to receive the rents and manage the settled estate. *In re X—*

[C. A. [1894] 2 Ch. 415

— ss. 117, 120.

Under the ss. the Court can sell the lunatic's real estate for a perpetual rent-charge. *In re WARE* - L.J.J. [1892] 1 Ch. 344

— s. 132.

A county court judge has no jurisdiction under the Act to make a vesting order with regard to stock standing in the name of a lunatic. *In re NOYCE. HILLEARY v. NOYCE*

[C. A. [1892] 1 Q. B. 642

STATUTES—continued.

53 & 54 Vict. c. 5, s. 134.

"Vested" in the s. includes the right to obtain and deal with, without being beneficial owner of, the lunatic's personal estate. *In re BROWN*

[C. A. [1895] 2 Ch. 666]

— — — s. 135.

Under the s. an order can be made vesting in the purchaser leaseholds sold by the owner (who resided abroad and became a lunatic before completion). *In re PAGANI. In re PAGANI's TRUST*

[L.J.J. [1892] 1 Ch. 236]

— — — ss. 135, 136.

Order made under the ss. decreasing the number of trustees of a settlement on the lunacy of one. *In re LEON* — L.J.J. [1892] 1 Ch. 248

— — — ss. 184, 185.

Reports of Chancery visitors made under the s. are not admissible in evidence, and should be destroyed on the lunatic's death. *ROE v. NIX*

[G. Barnes J. and L.J.J. [1893] F. 55]

— — — s. 283.

Parochial and other rates fall within "expenses of maintenance and other expenses of each pauper lunatic in the asylum" under the section. *REG. v. DOLBY* (No. 1)

[Div. Ct. [1892] 2 Q. B. 301]

— — — ss. 287, 294.

Justices can make an *ex parte* order under the s. for payment of expenses of a pauper lunatic. *REG. v. BRUCE* — Div. Ct. [1892] 2 Q. B. 136

53 & 54 Vict. c. 21 (*Inland Revenue*), ss. 21, 24

These ss. do not impliedly repeal 7 & 8 Geo. 4, c. 53, s. 71. *DYER v. TULLEY*

[Div. Ct. [1894] 2 Q. B. 794]

53 & 54 Vict. c. 29 (*Intestates' Estates*).

This Act does not, like the Statute of Distributions (22 & 23 Car. 2, c. 10), apply to cases of partial intestacy. *In re TWIGG. TWIGG v. BLACK*

[Chitty J. [1892] 1 Ch. 579]

53 & 54 Vict. c. 35, s. 2.

See **BOILER—Boiler Explosions Act.**53 & 54 Vict. c. 39 (*Partnership*), s. 2, sub-s. 3.The sub-s. explained. *DAVIS v. DAVIS*

[North J. [1894] 1 Ch. 393]

— — — s. 11.

Meaning of "scope of apparent authority" considered. *RHODES v. MOULES*

[C. A. [1895] 2 Ch. 236]

— — — s. 20, sub-s. 3.

The effect of the s. on real property purchased with money borrowed on the security of freeholds held by the purchasers as tenants in common, considered. *DAVIS v. DAVIS*

[North J. [1894] 1 Ch. 393]

— — — s. 23.

(A) The s. applies to the case of a foreign firm having a branch in England. *BROWN, JANSEN & Co. v. A. HUTCHINSON & Co.* (No. 1)

[C. A. [1895] 1 Q. B. 737]

(B) The effect of sub-s. 2 is that as a general rule a creditor who has obtained a charging order under the s. has only such remedies as he would have had if the charge had been made by the partner, and except under special circumstances

STATUTES—continued.

has no right to an account from the other partners.

BROWN, JANSEN & Co. v. A. HUTCHINSON & Co. (No. 2) — — — C. A. [1895] 2 Q. B. 126

And see **PARTNERSHIP, passim.**

53 & 54 Vict. c. 39, s. 40.

Effect of the s. considered. *BELFIELD v. BOURNE*

[Stirling J. [1894] 1 Ch. 521]

53 & 54 Vict. c. 44 (*Judicature*), s. 1.See **PRACTICE—APPEAL—Appeals to C. A.**

25—28.

LIVERPOOL COURT OF PASSAGE.

— — — s. 4.

The s. does not authorize the giving of costs to a successful appellant on a case stated by Quarter Sessions on appeal and against a poor-rate, and brought up by order instead of *certiorari*. *LONDON COUNTY COUNCIL v. CHURCHWARDEN, &c., of WEST HAM* (No. 2) — — — C. A. [1892] 2 Q. B. 173

[But see now *Judicature Act*, 1894 (57 & 58 Vict. c. 16), s. 2.]

— — — ss. 4, 5.

Sect. 5 gives the Court jurisdiction when granting an application for *habeas corpus* to order the deft. to pay the costs of the application, and such jurisdiction is not affected by s. 4. *REG. v. JONES*

[Div. Ct. [1894] 2 Q. B. 362]

— — — s. 5.

(A) The s. empowers the Court to make the plff. pay the costs of an application to stay an action brought against a company in voluntary winding-up. *FREEMAN v. GENERAL PUBLISHING Co.* — — — Div. Ct. [1894] 2 Q. B. 360

(B) The s. gives the Court jurisdiction over the costs of application for payment out of purchase-money of property compulsorily purchased, even though the Act authorizing the purchase contains no provision as to the costs of such application. *In re FISHER C. A.* [1894] 1 Ch. 450

51 & 52 Vict. c. 45 (*Police*), s. 25.See **POLICE.**53 & 54 Vict. c. 54 (*Metrop. Management*), s. 1.

(A) The expense of flagging a footway should be apportioned between the owners on both sides of the road, or on both sides of the section of the road in which the footway is situate. *PADDINGTON (VESTRY) v. NORTH METROPOLITAN RAILWAY AND CANAL Co.* — — — Div. Ct. [1894] 1 Q. B. 633

(B) A vestry which acquires an open space abutting on a street is owner thereof, and liable for a proportion of paving expenses under the section. *ST. MARY ISLINGTON (VESTRY) v. COBBETT* — — — Div. Ct. [1895] 1 Q. B. 369

53 & 54 Vict. c. 59 (*Public Health*), s. 19.

Meaning of "single private drain" in the s. discussed. *HILL v. HAIR*

[Div. Ct. [1895] 1 Q. B. 906]

53 & 54 Vict. c. 62 (*Companies—Memorandum*).

See **COMPANY—MEMORANDUM, &c.—Alteration of Memorandum.**

53 & 54 Vict. c. 63 (*Companies Winding-up*).

See **BUILDING SOCIETY—WINDING-UP. COMPANY—WINDING-UP—JURISDICTION.** 1—8.

(A) The Act applies to a co. which has u t a
p 2

STATUTES—continued.

registered office in England, but has carried on business there. *In re MERCANTILE BANK OF AUSTRALIA* - - - [1892] 2 Ch. 204

(b) The Act only applies to cos. which, before the passing of the Act, the High Court had power to wind up. *In re LONDON AND SUBURBAN BANK* - - - North J. [1892] 1 Ch. 604

(c) The Act does not directly apply to a voluntary winding-up, but may be utilised by the Court if the creditors so desire to restrict the liquidator's powers. *In re WATSON & SONS, LD.* [Chitty J. [1891] 2 Ch. 55

(d) The Act does not entitle a creditor to a compulsory winding-up of a co. which has resolved to wind up voluntarily unless he can shew within s. 145 of the Act of 1862 that his rights will be prejudiced by the voluntary winding-up. *In re RUSSELL, CORDNER & CO.* [North J. [1891] 3 Ch. 171

53 & 54 Vict. c. 63, s. 1, sub-s. 3.

The sub-s. does not apply to petitions presented before Jan. 1, 1891. *In re LONDON AND YORKSHIRE MUTUAL MONEY CLUB CO.*

[North J. [1891] W. N. 2

— s. 1, sub-s. 6.

The s. does not give the county court jurisdiction to issue a writ of *fi. fa.* to enforce by execution an order to pay money received on behalf of the co. to the liquidator. *In re BASSETT'S PLASTER CO.* - - - Div. Ct. [1894] 3 Q. B. 96

And see **BANKRUPTCY—ACT OF BANKRUPTCY.**

— s. 3.

The s. gives jurisdiction to transfer from county court to High Court a petition on which no order has been made. *In re LAXON & CO. (No. 1)* [O. A. [1892] 3 Ch. 31

— s. 3, sub-s. 8.

In the winding-up in a county court of a building society registered under the Building Societies Act, 1875, a special case can be stated for the opinion of the High Court under the section. *In re PORTSEA ISLAND BUILDING SOCIETY*

[V. Williams J. [1896] 3 Ch. 205

— s. 4.

See **COMPANY—WINDING-UP—LIQUIDATOR. 12.**

— s. 6, sub-s. 1 (a).

See **COMPANY—WINDING-UP—LIQUIDATOR. 2.**

— s. 8.

(a) Although the s. enlarges the jurisdiction of the Court as to compulsory orders, yet a shareholder who differs from the majority must still allege and prove grounds for supposing that he will derive substantial benefit from the compulsory order before the Court will grant it, on his petition, against the wishes of the majority. A shareholder who presents a petition after notice of another petition must prove proper independent grounds or he will be cast in costs. *In re DORÉ GALLERY, LD.* - - - North J. [1891] W. N. 98

(b) Notwithstanding the powers of the Act, a creditor is not entitled to an order for the compulsory winding-up of a co., which has resolved to wind-up voluntarily unless he can shew as pro-

STATUTES—continued.

vided by s. 145 of the Companies Act, 1862, that his rights will be prejudiced by the voluntary winding-up. *In re RUSSELL, CORDNER & CO.* [North J. [1891] 3 Ch. 171

(c) Meaning of "such report" in sub-s. 3 considered.

(a) *In re GREAT KRUGER GOLD MINING CO. Ex parte BARNARD* - - - C. A. [1892] 3 Ch. 307

(b) *In re TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA* - - - C. A. [1893] 3 Ch. 332

(d) Meaning of "undue preference" in sub-s. 3 considered. *In re BRYANT. Ex parte BRYANT* [C. A. [1895] 1 Q. B. 490

(e) Embezzlement from an employer by a man who afterwards becomes a bankrupt is not a felony connected with the bankruptcy within the section. *In re HEDLEY. Ex parte BOARD OF TRADE* [Div. Ct. [1896] 1 Q. B. 923.

And see **COMPANY—WINDING-UP—Examination of Officers.**

53 & 54 Vict. c. 63, s. 10.

Extent of liability imposed by the s. on officers of a co. considered. *ARCHER'S CASE* [C. A. [1892] 1 Ch. 322

The circumstances in which auditors are officers of the co. within the section considered.

(a) *In re LONDON AND GENERAL BANK (No. 2)* [C. A. [1895] 3 Ch. 166

(b) *In re KINGSTON COTTON MILL CO. (No. 1)* [C. A. [1895] W. N. 150 (2).

Payment of costs out of moneys recovered under the s. considered. *In re ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION. BEABOURNE v. ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION* - - - V. Williams J. [1895] 2 Ch. 391

— s. 13.

The powers of the liquidator under the s. to make calls supersede those of the directors under the constitution of the co. *FOWLER v. BROAD'S PATENT NIGHT LIGHT CO.* - - - V. Williams J. [1893] 1 Ch. 724

— s. 15.

The Board of Trade can enforce the s. against liquidators in voluntary liquidations, whether under supervision or not. *In re STOCK AND SHARE AUCTION AND BANKING CO. In re SPIRAL WOOD CUTTING CO. In re HULL LAND AND PROPERTY INVESTMENT CO.*

[V. Williams J. [1894] 1 Ch. 736

See **COMPANY—WINDING-UP—PROOFS.**

— ss. 26, 39, 40.

The question of dealing with affidavits and orders which require "sealing with the seal of the Court" considered. *In re COURT BUREAU, LD. (No. 1)* - - - Stirling J. [1891] W. N. 9

See **COMPANY—WINDING-UP—Jurisdiction.**

— Sch. I., r. 7.

Meaning of "unliquidated debt" and contingent debt in the rule considered in *In re CANADIAN PACIFIC COLONIZATION CO.*

[Stirling J. [1891] W. N. 122

STATUTES—continued.53 & 54 Vict. c. 63, *Sch.* 1, r. 8.

Meaning of "inadvertence" in the rule considered. *In re HENRY LISTER & Co. Ex parte HODDERSFIELD BANKING CO.*

[North J. [1892] 2 Ch. 417]

53 & 54 Vict. c. 66 (*Metropolis Management*), s. 3.

The question of the necessity of repairs of carriage roads under the s. is for the district board, &c., to decide, and not for the magistrate before whom they seek to recover the expenses. *STROUD v. WANDSWORTH DISTRICT BOARD*

[C. A. [1894] 2 Q. B. 1]

— s. 6.

The powers of vestries, &c., under the s. to prohibit excavations are not absolute but conditional only. *WANDSWORTH DISTRICT BOARD v. BIRD*

Div. Ct. [1892] 1 Q. B. 481

53 & 54 Vict. c. 69 (*Settled Land*), s. 10.

The paramount object of the Act is the well-being of the settled land. *LORD HENRY BRUCE v. MARQUESS OF AILESBUURY*

[H. L. (K.) [1892] A. C. 356]

(A) Matters to be considered by the Court on application under the s. discussed. *In re MARQUIS OF AILESBUURY'S SETTLED ESTATES*

[C. A. [1892] 1 Ch. 506]

(B) The s. does not empower a tenant for life, without the proper consent, to sell or lease an easement over or a part of the principal mansion-house and lands usually occupied with it. *SUTHERLAND v. SUTHERLAND*

Romer J. [1893] 3 Ch. 169

— s. 11.

The s. empowers a tenant for life to mortgage the unmortgaged part of settled property to pay off incumbrances on the other part; but under s. 53 of the Act of 1882 the Court can in a proper case prevent exercise of such power. *HAMPDEN v. EARL OF BUCKINGHAMSHIRE*

[C. A. [1892] 2 Ch. 531]

— s. 13, sub-s. (ii).

There must be, at least, a present intention to let before expenditure can be authorized on "additions to or alterations to buildings" under sub-s. ii. *In re DE TEISSIER'S SETTLED ESTATES*

[Chitty J. [1893] 1 Ch. 153]

"Alterations" includes putting on a new roof, and altering the main entrance so as to provide a billiard-room and render the house less cold and draughty, but does not include a new warming apparatus and pipes. *In re GASKELL'S SETTLED ESTATES*

Chitty J. [1894] 1 Ch. 485

— s. 13 (iv.)

Meaning of "rebuilding" and "annual rental" considered. *In re WALKER'S SETTLED ESTATE*

[North J. [1894] 1 Ch. 189]

In re DE TEISSIER'S SETTLED ESTATES

[Chitty J. [1893] 1 Ch. 153]

In re LORD GERARD'S SETTLED ESTATES

[C. A. [1893] 3 Ch. 252]

— s. 15.

(A) The s. is retrospective as to improvements executed since the commencement of the Act of 1882. *In re ORMEBOP'S SETTLED ESTATE*

[North J. [1892] 2 Ch. 318]

(B) A prospective order to repay out of capital

STATUTES—continued.

money not yet in hand money expended on improvements by the tenant for life. *Semble*, that under the s. the Court has a discretion in a proper case. *In re MARQUIS OF BRISTOL'S SETTLED ESTATES*

Kekewich J. [1892] 3 Ch. 161

(C) Effect of s. 15 on the Act of 1887 and the Improvement of Land Act, 1864, considered. *In re DALISON'S SETTLED ESTATE*

[Stirling J. [1892] 3 Ch. 523]

And see SETTLED LAND—SETTLED LAND ACTS, *passim*.

TENANT FOR LIFE.

53 & 54 Vict. c. 70 (*Housing of the Working Classes*), Sched. II., r. 26.

No appeal lies without leave from a decision of the Judge at Chambers or of a Divisional Court under the rule. *Ex parte STEVENSON*

[C. A. [1892] 2 Q. B. 603]

53 & 54 Vict. c. 71 (*Bankruptcy*), s. 1.

The 21 days' holding by the sheriff which constitutes an act of bankruptcy under the s. does not include the day of seizure. *In re NORTH. Ex parte HASLUCK*

C. A. [1895] 2 Q. B. 264

And see BANKRUPTCY—ACT OF BANKRUPTCY.

— s. 3, sub-s. 9.

(A) Meaning of "reasonable security for the payment of not less than 7s. 6d. in the pound" in the s. considered. *In re PAINE. Ex parte PAINE*

C. A. [1891] W. N. 206

(B) The Court has a discretion under the sub-s. even where the proposed scheme provides a reasonable security for 7s. 6d. in the pound: *In re BURR. Ex parte BOARD OF TRADE*

[C. A. [1892] 2 Q. B. 467]

— s. 8.

The meaning of "a felony connected with the bankruptcy" explained. *In re HEDLEY. Ex parte BOARD OF TRADE*

Div. Ct. [1896] 1 Q. B. 693

And see BANKRUPTCY—Discharge.

— s. 11, sub-s. 1.

The sheriff, on receipt of notice of a receiving order under the sub-s., must deliver up the goods seized or the proceeds to the official receiver, and is entitled to his costs only up to the date of receipt of notice. *In re HARRISON. Ex parte SHERIFF OF ESSEX*

Div. Ct. [1893] 2 Q. B. 111

— s. 11, sub-s. 2.

(A) The s. does not apply to the case of money paid to prevent seizure. *BOWER v. HETT*

[C. A. [1895] 2 Q. B. 337]

(B) Notice to a man in possession who sells the goods of a judgment debtor by direction of the sheriff is not notice to the "sheriff" within the sub-section. *BELLYSE v. M'GINN*

[Div. Ct. [1891] 2 Q. B. 227]

— s. 28.

Effect of the s. considered. *In re FOX & JACOBS. Ex parte DISCOUNT BANKING CO. OF ENGLAND AND WALES*

Div. Ct. [1894] 1 Q. B. 433

— s. 25.

The s. is not retrospective as regards the transmission of accounts. *In re NORMAN. Ex parte BOARD OF TRADE*

C. A. [1893] 2 Q. B. 369

STATUTES—continued.

53 & 54 Vict. c. 71, s. 26.

This s. is not retrospective. *REG. v. GRIFFITHS*
[C. C. R. [1891] 2 Q. B. 145]58 & 54 Vict. c. ccxxv. (*Tunbridge Wells Improvement*), s. 98.Powers of the borough under the s. considered.
BAIRD v. MAYOR, & C. OF TUNBRIDGE WELLS

[C. A. [1894] 2 Q. B. 867]

53 & 54 Vict. c. ccxliii. (*London Council General Powers*), ss. 4, 5.See *RATE—RATEABLE OCCUPATION*.**1891.**54 & 55 Vict. c. 8 (*Tithes*).See *TITHES*. 3, 5, 6, 7.54 & 55 Vict. c. 39 (*Stamps*), ss. 15 sub-s. 3, 80.Proxies signed abroad can be admitted if stamped in accordance with the sections. *In re ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK* - - - C. A. [1893] 3 Ch. 385

- - - ss. 82 (1), 122.

Meaning of "marketable security" considered.

BROWN, SHIPLEY & Co. v. COMMER. OF INLAND REVENUE - - - C. A. [1895] 2 Q. B. 598And see *STAMPS*.54 & 55 Vict. c. 65 (*Lunacy*), s. 26.(A) A master in lunacy who is holding an inquisition of lunacy can, under the s., issue an attachment to enforce the attendance of the alleged lunatic for the purposes of the inquisition. *In re B—* (No. 2) - - - L.J.J. [1892] 1 Ch. 459(B) A medical report made under the s. is privileged from inspection. *In re B—* (No. 2)

[L.J.J. [1892] 3 Ch. 194]

- - - s. 27 (1).

Under the sub-s. a master in lunacy has jurisdiction to authorize the committee of a lunatic to bring an action for breach of trust. *In re HINCHLIFFE* (No. 2) C. A. [1895] W. N. 147 (5)The s. considered with reference to stock belonging to persons incapable by mental infirmity to manage their own affairs. *In re BROWNE*

[L.J.J. [1894] 3 Ch. 412]

54 & 55 Vict. c. 73 (*Mortmain and Charitable Uses*), s. 5.The s. repeals s. 4 of the Mortmain and Charitable Uses Act, 1888, as to wills. *In re HUME. FORBES v. HUME* - - - C. A. [1895] 1 Ch. 423

- - - s. 9.

The Act applies to the will, made before the Act, of a testator who dies after the passing of the Act. *In re BRIDGER. BROMPTON HOSPITAL FOR CONSUMPTION v. LEWIS* C. A. [1894] 1 Ch. 297And see *CHARITY—MORTMAIN*.54 & 55 Vict. c. 75 (*Factory and Workshop*), s. 6."All dangerous parts of the machinery" includes an upper die which descends forcibly on a lower die. *REDGRAVE v. LLOYD & SONS, LD.*

[Div. Ct. [1895] 1 Q. B. 876]

54 & 55 Vict. c. 76 (*Public Health, London*), ss. 2, 4, 21.

The notice to abate required by s. 4 prior to proceedings being taken only applies to the case

STATUTES—continued.of nuisances enumerated in s. 2, and not to that of such as are caused by offensive trades dealt with by s. 21. *BIRD v. VESTRY OF ST. MARY ABBOTTE, KENSINGTON Div. Ct. [1895] 1 Q. B. 912*

54 & 55 Vict. c. 76, s. 4.

Sub-s. (1) of this s. must be read with the proviso in sub-s. (3) (b). Where the person causing the nuisance cannot be found, the liability of the owner of the premises to abate only arises where it is shown that the nuisance continues by his act, default, or sufferance. *THAMES CONSERVANCY v. LONDON PORT SANITARY AUTHORITY* [Div. Ct. [1894] 1 Q. B. 647]

- - - ss. 4 sub-s. 4, 11.

A tenant from year to year who abates a nuisance arising from defects of a sanitary character, held entitled under s. 11 to recover the cost from his landlord. *GEHARDT v. SAUNDERS* - - - Div. Ct. [1892] 2 Q. B. 452

- - - s. 5, sub-s. 9.

Proceedings under the s. are subject to the six months' limitation of s. 11 of the Summary Jurisdiction Act, 1848. *REG. v. SLADE. Ex parte SAUNDERS* - - - Div. Ct. [1895] 2 Q. B. 247

- - - s. 29.

There is no right of action by a person damaged by neglect of the duty imposed by this section. *SAUNDERS v. HOLBORN DISTRICT BOARD OF WORKS* [Div. Ct. [1895] 1 Q. B. 64]

- - - s. 47 (3).

A seller of unsound fruit can only be convicted under the sub-s. where the article is liable to be seized after it has got into the possession of the purchaser. *REG. v. DENNIS*

[C. C. R. [1894] 2 Q. B. 458]

- - - s. 128.

"Document" in the s. includes a summons. *REG. v. MEAD* - - - Div. Ct. [1894] 2 Q. B. 124

- - - s. 141.

Where a lessee sublets for his whole term less a few days, reserving the same rent as he pays and with the same covenants as are in his lease, the sub-lessee is the owner within the section. *TRUMAN, HANBURY, BUXTON & Co. v. KERSLAKE* [Div. Ct. [1894] 2 Q. B. 774]**1892.**55 & 56 Vict. c. 9 (*Gaming*).See *GAMING—Validity of Betting and Gaming Transactions*. 2, 3, 7, 8.55 & 56 Vict. c. 13 (*Conveyancing*), s. 2 (1).The word "lessee" in the s. does not include an underlessee. A lessee who in obedience to a notice from his lessor under s. 14 (1) of the Act of 1881 remedies a breach of covenant, and thereby renders an application to the Court for relief from forfeiture unnecessary, is not "relieved" within the sub-section. *NIND v. NINETEENTH CENTURY BUILDING SOCIETY* - - - C. A. [1894] 2 Q. B. 226

- - - s. 4.

An application by an underlessee for a vesting order may be made by defence and counter-claim in the lessor's action for possession. *WARDEN, & C., OF SIR R. CHOLMELEY'S SCHOOL AT HIGHGATE v. SEWELL* (No. 1) Div. Ct. [1893] 2 Q. B. 254

STATUTES—continued.

55 & 56 Vict. c. 13, s. 4.

The conditions on which an underlessee ought to be relieved under the s. considered. *WARDEN, &c., OF SIR R. CHOLMELEY'S SCHOOL AT HIGHGATE v. SEWELL* (No. 2) *Charles J. [1894] 2 Q. B. 906*

And see *LANDLORD AND TENANT—LEASE*.
30, 31.

55 & 56 Vict. c. 27 (*Parliamentary Deposits and Bonds*).

See *PARLIAMENT—Deposits and Bonds*.

55 & 56 Vict. c. 32 (*Clergy Discipline*).

The offence of "occasioning scandal and evil report" cannot be tried under the Act. *BISHOP OF ROCHESTER v. HARRIS* - *Consist. Ct. of [Rochester] [1893] P. 137*

55 & 56 Vict. c. 53 (*Public Libraries*).

See *LIBRARY*.

55 & 56 Vict. c. 57 (*Private Street Works*), s. 10.

See *STREETS AND BUILDINGS—Private Streets*.

55 & 56 Vict. c. 62 (*Shop Hours Regulation*), ss. 4, 5.

The penalty of s. 5 does not extend to non-compliance with s. 4. *HAMMOND v. PULSFORD*

[*Div. Ct. [1895] 1 Q. B. 223*

[*But see now the Shop Hours Regulation Act, 1895 (58 & 59 Vict. c. 5).*]

55 & 56 Vict. c. ccxxxiii. (*Great Western Railway*).

A copy of the special Act for amalgamating two railways held to be liable to stamp duty as a conveyance or sale under the Stamp Act, 1891. *GREAT WESTERN RAILWAY CO. v. COMMISSIONERS OF INLAND REVENUE* - *C. A. [1894] 1 Q. B. 507*

1893.56 & 57 Vict. c. 37 (*Liverpool Court of Passage*), s. 10.

Under the s. an appeal lies direct to the C. A. *ANDERSON v. DEAN* - *C. A. [1894] 2 Q. B. 222*

56 & 57 Vict. c. 39 (*Industrial and Provident Societies*), ss. 58, 59.

See *INDUSTRIAL AND PROVIDENT SOCIETY—Winding-up*.

56 & 57 Vict. c. 53 (*Trusts*), s. 10.

In this s. the words "person or persons nominated for the purpose of appointing new trustees by the instrument creating the trust" refer to the person or persons nominated for the purpose of appointing new trustees in the particular event which has happened. *In re WHEELER AND DE ROCHOW* - *Kekewich J. [1895] W. N. 154 (15)*

— s. 29 (e).

The s. applies to the case of a disputed will, and not merely to that of intestacy. *In re COOK'S MORTGAGE* - *North J. [1895] 1 Ch. 700*

And see *PRACTICE—VESTING ORDER*.

— s. 50.

Appointment cannot be made under the s. of trustees to perform the duties of exors. *EATON v. DAINES* - *Kekewich J. [1894] W. N. 32*

And see *TRUSTEE, passim*.

56 & 57 Vict. c. 63 (*Married Women's Property Act*), s. 2.

(A) The words "proceeding instituted" in the

STATUTES—continued.

s. do not include a motion or appeal by a married woman deft. *HOOD BARRE v. CATHCART* (No. 2) [*C. A. [1894] 3 Ch. 378*

(B) A petition presented by a married woman in an action in which she is deft. *HOLLINGTON v. DEAR* - *Chitty J. [1895] W. N. 35*

(C) The s. does not apply in the case of orders for costs made before the commencement of the Act. *In re LUNLEY. Ex parte HOOD BARRE* [*C. A. [1894] 3 Ch. 135*

(D) A counter-claim by a married woman is a "proceeding instituted" within the section. *HOOD BARRE v. CATHCART* [*Div. Ct. [1895] 1 Q. B. 873*

(E) Form of order under the section. *DAVIES v. TEEHARRIS BREWERY CO.* [*Chitty J. [1894] W. N. 198*

56 & 57 Vict. c. 63, s. 3.

The section applies to every will of a married woman who dies after the date of the Act. *In re WYLIE. WYLIE v. MOFFAT*

[*Boomer J. [1895] 2 Ch. 116*

56 & 57 Vict. c. 71 (*Sale of Goods*), s. 4 (1) (3).

The words "act which recognises a pre-existing contract of sale" considered. *ABBOTT & CO. v. WOLEBY* - *C. A. [1895] 2 Q. B. 97*

And see *GOODS—FACTORS*.

1894.57 & 58 Vict. c. 10 (*Trustees*), s. 4.

The s. has no retrospective effect so as to exempt trustees from liability for a breach of trust committed before the passing of the Act, in retaining an investment not authorized by the instrument of trust or by the general law. *In re CHAPMAN. COCKS v. CHAPMAN*

[*Kekewich J. [1895] W. N. 162 (14)*

57 & 58 Vict. c. 16 (*Judicature*), s. 1.

Where the appeal from chambers is to the C. A. the power of a judge in chambers to refer to the Div. Ct. has been repealed by the section. *HOOD BARRE v. CATHCART* (No. 3)

[*C. A. [1895] W. N. 34*

— s. 1 (a) (vi).

A summons in an administration action to adjust loss from breach of trust is "in the nature of a final appeal" within the section. *CHILLINGWORTH v. CHAMBERS* (No. 2)

[*North J. [1895] W. N. 136 (6)*

— s. 1 (1) (b).

"Appeal" in the s. does not include a motion to discharge or vary an order of a single judge of the C. A. made under s. 52 of the Judicature Act, 1873. *BOYD v. BISCHOFFSHIM*

[*C. A. [1895] 1 Ch. 1*

A refusal to commit for an alleged breach of an injunction comes within the exception and is appealable without leave. *LANCASHIRE v. HUNT* [*North J. [1895] W. N. 52*

— s. 1 (4).

(A) A summons for an interim injunction is "a matter of practice and procedure" within the s.,

STATUTES—continued.

and an appeal lies to C. A. and not to Div. Ct.
McHARG v. UNIVERSAL STOCK EXCHANGE, LIMITED
 [C. A. [1895] 2 Q. B. 81]

And see PRACTICE—APPEAL.

(B) A summons to review taxation is a matter of practice and procedure within the section. *In re ODDY*. — C. A. [1895] 1 Q. B. 393

57 & 58 Vict. c. 47 (*Building Societies*), s. 10.

The s. applies to a society, the dissolution whereof began before, but is not completed till after, the s. came into operation. *KEMP v. WRIGHT*
 [C. A. [1895] 1 Ch. 121]

57 & 58 Vict. c. 54 (*Railway and Canal Traffic*).

See RAILWAY AND CANAL TRAFFIC COMMISSION.

57 & 58 Vict. c. 60 (*Merchant Shipping*), s. 38.

See 17 & 18 Vict. c. 104, s. 69, above.

— s. 57.

See 25 & 26 Vict. c. 63, s. 3, above.

— ss. 79.

See 52 & 53 Vict. c. 43, s. 3, above.

— ss. 132, 133.

See 17 & 18 Vict. c. 104, s. 171, above.

— s. 156.

See 17 & 18 Vict. c. 104, s. 182, above.

— s. 167.

See SHIP—MARITIME LIEN.

— ss. 260, 225.

See 17 & 18 Vict. c. 104, ss. 109, 243, above.

— ss. 281, 742.

See 17 & 18 Vict. c. 104, ss. 2, 318, above.

— s. 496.

See 25 & 26 Vict. c. 63, s. 72, above.

— s. 503 (3).

See 17 & 18 Vict. c. 104, s. 506, above.

— ss. 546, 742.

See 17 & 18 Vict. c. 104, ss. 2, 458, above.

— s. 565.

See 17 & 18 Vict. c. 104, s. 476, above.

— s. 598 (2).

See 17 & 18 Vict. c. 104, s. 353, above.

— s. 625.

See SHIP—PILOTAGE—Compulsory Pilotage.

"Qualified pilot" in the s. must be understood to mean qualified to take charge of the class of ship in question. *STAFFORD v. DYER*

[Div. Ct. [1895] 1 Q. B. 566]

57 & 58 Vict. c. clxxxvii. (*Thames Conservancy*), ss. 22, 23, 25.

Wrong reception of proxies by returning officer does not invalidate election. *REG. v. SAMUEL*

[Div. Ct. [1895] 1 Q. B. 815]

57 & 58 Vict. c. ccxlii. (*London Buildings*) s. 212.

Extent of the exemption considered. *TANNER v. OLDMAN* — Div. Ct. [1895] W. N. 139 (7)

II. SCOTS ACTS.

SCOTS ACT, 1873, c. 55.

See SCOTTISH LAW—Divorce.

III. COLONIAL STATUTES.**BARBADOS.**

49 Vict. c. 15 (*Water Supply*), ss. 11, 23.

See BARBADOS—Law of Barbados.

BRITISH COLUMBIA.

See CANADA—Provincial Law—British Columbia.

CANADA.

(A) Statutes prior to the British North America Act.

18 Vict. c. 3 (*Seigneurie*).

See CANADA—Provincial Law—Quebec. 7.

STATUTES (INTERPRETATION OF)—

Generally. 9.

18 Vict. c. 126 (*Custody of Infants*).

See CANADA—Provincial Law—Ontario. 1.

18 Vict. c. 202 (*Bank*), s. 36.

See CANADA—Provincial Law—Quebec. 1.

24 Vict. c. 83 (*Toronto Street Railway*).

See CANADA—Provincial Law—Ontario. 3.

(B) Dominion Acts.

33 Vict. c. 3 (*Manitoba*).

See CANADA—Dominion and Constitutional Law—As to Special Matters. 4, 5; Provincial Law—Manitoba. 1.

46 Vict. c. 120 (*Banks*).

See CANADA—Dominion and Constitutional Law—As to Special Matters. 1.

51 Vict. c. 29 (*Rev. Stat. Canada*), c. 109 (*Railways*).

See CANADA—Dominion and Constitutional Law—As to Special Matters. 6, 7.

(C) Provincial Statutes.

BRITISH COLUMBIA.

47 Vict. c. 14 (*Crown Lands*), s. 23.

See CANADA—Provincial Law—British Columbia.

MANITOBA.

45 Vict. c. 36 (*City of Winnipeg*).

45 Vict. c. 37 (*Winnipeg Street Railways*).

55 Vict. c. 36 (*Street Railway*).

See CANADA—Provincial Law—Manitoba. 2.

NOVA SCOTIA.

25 Vict. c. 25 (*Mines and Minerals Consolidation Act, Rev. Stat. Nova Scotia, 3rd Series*).

See CANADA—Provincial Law—Nova Scotia. 2.

42 Vict. c. 1 (*County Incorporations Act, 1879*).

See CANADA—Provincial Law—Nova Scotia. 1.

ONTARIO.

51 Vict. Ontario Municipal Act, 1887 (*Rev. Stat. Ontario*, c. 184), ss. 583, 586, 591.

COLONIAL STATUTES—CANADA—continued.

See CANADA—Provincial Law—Ontario.
2.

53 Vict. c. 105 (*City of Toronto*).

See CANADA—Provincial Law—Ontario
3.

QUEBEC.

Civil Code, arts. 1056, 2262 (2).

See CANADA—Provincial Law—Quebec.
6.

Civil Code, art. 1927.

See CANADA—Provincial Law—Quebec.
2.

Code of Civil Procedure, arts. 997, 998.

See CANADA—Provincial Law—Quebec.
3.

42 & 43 Vict. c. 53 (*City of Montreal*).

See CANADA—Provincial Law—Quebec.
4.

Revised Statutes of Quebec, s. 3380.

See CANADA—Provincial Law—Quebec.
5.

Revised Statutes of Quebec, tit. ix. c. 1.

See CANADA—Provincial Law—Quebec.
5.

JAMAICA.

Law No. 17 of 1877.

See JAMAICA—Law of Jamaica. 1.

JERSEY.

Enactment of Feb. 13, 1851; Enactment of Mar.
26, 1873.

See JERSEY—Law of Jersey. 3.

COLONIAL STATUTES—continued.**MANITOBA.**

See CANADA—Provincial Law—Mani-
toba.

NEW SOUTH WALES.

See NEW SOUTH WALES—Law of New
South Wales, *passim*.

NEW ZEALAND.

See NEW ZEALAND—Law of New Zea-
land. 1, 2.

NOVA SCOTIA.

See CANADA—Provincial Law—Nova
Scotia.

ONTARIO.

See CANADA—Provincial Law—Ontario.

QUEBEC.

See CANADA—Provincial Law—Quebec.

QUEENSLAND.

See QUEENSLAND—Law of Queensland.

TRINIDAD AND TOBAGO.

See TRINIDAD AND TOBAGO—Law of
Trinidad and Tobago. 1, 3.

VICTORIA.

See VICTORIA—Law of Victoria, *passim*.

IV. FOREIGN LAWS.**NEW YORK STATE.**

1875, c. 611, s. 21.

The Act held not to be "penal" within the
meaning of that term in international law. HUN-
TINGDON v. ATTRILL - J. C. [1893] A. C. 150

TABLE OF RULES AND ORDERS OF COURT

JUDICIALLY CONSIDERED DURING THE YEARS 1891—1895.

	PAGE		PAGE
1. <i>Supreme Court Rules</i> - - -	CCXXXV	10. <i>Parliamentary, &c., Registration Orders</i> - - -	CCXLVI
A. <i>Rules of Supreme Court, 1883</i>	CCXXXV	11. <i>Pilotage Orders</i> - - -	CCXLVI
B. <i>Funds Rules</i> - - -	CCXLIII	12. <i>Privy Council Rules</i> - - -	CCXLVI
2. <i>Bankruptcy Rules</i> - - -	CCXLIII	13. <i>Probate Rules</i> - - -	CCXLVI
3. <i>Companies Winding-up Rules</i> -	CCXLIV	14. <i>Sailing Rules</i> - - -	CCXLVI
4. <i>County Court Rules</i> - - -	CCXLV	15. <i>Sheriffs' Fees Order</i> - - -	CCXLVII
5. <i>Divorces Rules</i> - - -	CCXLVI	16. <i>Solicitors' Remuneration Order</i>	CCXLVII
6. <i>Election Petition Rules</i> - - -	CCXLVI	17. <i>Summary Jurisdiction Rules</i> -	CCXLVII
7. <i>House of Lords Standing Orders</i>	CCXLVI	18. <i>Trade Marks Rules</i> - - -	CCXLVIII
8. <i>Inferior Courts Rules</i> - - -	CCXLVI	19. <i>Tramways Rules</i> - - -	CCXLVIII
9. <i>Lunacy Rules</i> - - -	CCXLVI		

1. SUPREME COURT RULES.

A. RULES OF SUPREME COURT, 1883.

— Order II. (*Writ of Summons*.)

— rr. 4, 5.

In a case of a writ for service out of the jurisdiction under these rules omission of the indorsement prescribed by form No. 5 in Appendix A, Part I, is an irregularity only, which can be cured under O. LXXVI. *DICKSON v. LAW & DAVIDSON* - - - North J. [1895] 2 Ch. 62

— Order III. (*Indorsement of Claim*).

— r. 6.

Claim for balance of purchase-money. Where the plff. cannot aver that the purchaser has accepted the title he cannot specially indorse his writ for the amount claimed. *LEADER v. TODD-HEATLEY* - - - Stirling J. [1891] W. N. 38

Special indorsement of claim for interest from date of writ to judgment or payment.

See below, Order XIV.

— r. 6 (F).

An action for recovery of land in pursuance of a notice to quit, but in fact based on a forfeiture, does not come within the rule. *ARDEN v. BOYCE* [C. A. [1894] 1 Q. B. 796

— Order IX. (*Service of Writ*).

— r. 6.

Action against foreign firm. The rule held not to apply in the case of a foreign firm. Service on a partner visiting England is irregular. *WESTERN NATIONAL BANK OF NEW YORK v. PEREZ, TRIANA & Co.*

[C. A. Lord Esher M.B. diss. [1891] 1 Q. B. 304

See also *HEINEMANN & Co. v. HALE & Co.* (C. A. [1891] 2 Q. B. 83); and *DORSON v. FESTI, RASINI & Co.* (C. A. [1891] 2 Q. B. 92).

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.

— Order IX., r. 8.

Service on principal officer in England of a Scottish rly. having a short line in England:—*Held*, not to be good service. *PALMER v. CALEDONIAN RLY. Co.* - [C. A. [1892] 1 Q. B. 823

Service on London agent of foreign company having property in England, but not carrying on its business so as to be resident in England, set aside. *BADDOCK v. CUMBERLAND GAP PEAK Co.*

[Stirling J. [1893] 1 Ch. 363

— Order XI. (*Service out of Jurisdiction*).

The order is a complete code on the subject of service out of the jurisdiction, and supersedes the previous practice. *In re CLIFF. EDWARDS v. BROWN* - - - North J. [1895] 2 Ch. 21

And see *HEINEMANN & Co. v. HALE & Co.* [C. A. [1891] 2 Q. B. 83

A foreigner resident abroad can enter appearance under protest without losing his right to object to jurisdiction. *FIRTH & SONS v. DE LAS RIVAS* - - - Div. Ct. [1893] 1 Q. B. 768

— r. 1.

The Court cannot under this rule give leave to serve abroad a notice of motion to rectify the register of trade-marks by striking out a trade-mark registered in the name of a foreign co. not carrying on business in England. *In re LA'COMPAGNIE GÉNÉRALE D'EAUX MINÉRALES ET DE BAINS* - - - Stirling J. [1891] 2 Ch. 437

[But see *In re KING & Co.'s TRADE-MARK.* [C. A. [1892] 2 Ch. 462

— r. 1 (b).

The sub-sections of this rule are to be read disjunctively, independently of the others—

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—*continued*.

Action for breach of a covenant to repair. *TASSELL v. HALLEN* Div. Ct. [1892] 1 Q. B. 321

— Order XI., r. 1 (d).

The property must be property actually situate within the jurisdiction, at the time when leave for service is asked, and not merely property which ought to be, or if the trusts were duly executed, would be so situate. *WINTER v. WINTER* - - - *Stirling J.* [1894] 1 Ch. 421

— r. 1 (e).

A Contract by shipowners to pay lighterage in foreign parts for foreign companies with covenant for indemnity is not within this rule "a contract to be performed within the jurisdiction." *BELL v. ANTWERP, LONDON AND BRAZIL LINE* .

[C. A. [1891] 1 Q. B. 103

[See also *REEVE v. STEIN* C. A. [1892] 1 Q. B. 753

A salvage contract was entered into between foreigners in British waters; no place was specified for payment:—*Held*, that as there was obligation to pay within the jurisdiction, the writ must be set aside. *THE "ENDER"*

[C. A. [1893] P. 119

Engagement of engineer to superintend works abroad to be remunerated by commission payable in England:—*Held*, to be a contract to be performed within jurisdiction. *THOMPSON v. PALMER*

[C. A. [1893] 2 Q. B. 80

— r. 1 (g).

In a salvage action against owners of British ship for services abroad, service on foreign cargo owners was allowed, they being "proper" parties to the action. *THE "ELTON"* *Jeune J.* [1891] P. 265

In an action for tort one deft., the manager of a foreign firm, had been served in jurisdiction; the foreign firm were allowed to be served as co-defendants—Service out of jurisdiction may be allowed in actions of tort. *CROFT v. KING*

[Div. Ct. [1893] 1 Q. B. 419

It is necessary that the pliff. have an apparent cause of action against the person served within the jurisdiction, and not have joined such person for the sole purpose of adding as co-defendant a person out of the jurisdiction. *WITTED v. GALBRAITH* - - - Div. Ct. [1893] 1 Q. B. 431;

[C. A. [1893] 1 Q. B. 577

Seem, that notice of motion for an injunction cannot be served under this rule with the writ, nor until the deft. has appeared. *MANITOBA v. NORTH WEST LAND CORPORATION v. ALLAN*

[North J. [1893] 3 Ch. 432

The relief sought against the deft. outside the jurisdiction must be not necessarily the same as, but connected with the relief sought against the deft. in the jurisdiction. *COLLINS v. NORTH BRITISH AND MERCANTILE INSURANCE CO. PRATT v. SAME* - - - *Eekewich J.* [1894] 3 Ch. 336

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—*continued*.

— Order XI., r. 2.

"Comparative cost and convenience" means that of the parties generally, not of the person sought to be served only. *WILLIAMS v. CARTWRIGHT* - - - C. A. [1895] 1 Q. B. 142

A remedy which depends on the will and pleasure of another person is not a concurrent remedy within this rule. *In re DE PENNY. DE PENNY v. CHRISTIE* *Chitty J.* [1891] 2 Ch. 63

— r. 4.

Evidence that a naval officer was in a Queen's ship on the Mediterranean Station, and would ultimately put into Malta, *held*, not sufficient to shew in what "place or country the defendant is or probably may be found":—*Held*, also, that so long as the officer was on board his ship he was within the jurisdiction. *SEAGROVE v. PARKS* [Div. Ct. [1891] 1 Q. B. 551

— Order XII. (*Appearance*).

— r. 20.

Applications under this rule should be made at chambers. *BLACK v. DAWSON* [C. A. [1895] 1 Q. B. 848

Omission of an affidavit under this rule is a mere irregularity which can be cured under O. LXX., r. 1. *DICKSON v. LAW AND DAVIDSON* [North J. [1895] 2 Ch. 62

— Order XIII. (*Default of Appearance*).

— r. 1.

The practice as to appointing a guardian *ad litem* in a probate action to an infant deft. is governed by this rule, and not by r. 74 of the Contention Probate Rules of July 1862. *WHITZ v. DUVERNAY* - - - *Jeune J.* [1891] P. 290

— r. 3.

In an action on a bill of exchange the writ was indorsed for the amount of the bill and a further sum for "bank charges":—*Held*, that expenses of noting were sufficiently described as "bank charges," and were liquidated damages. *DANDO v. BODEN* - - - [1893] 1 Q. B. 318

— Order XIV. (*Summary Judgment*).

Where a married woman paid money into Court as a condition to defending an action:—*Held*, that the money was paid in to abide the event, and that the Court could not hear argument that the money ought not to be paid out to the successful party. *BIRD v. BARSTOW*

[C. A. [1892] 1 Q. B. 94

The Order does not apply to the judge of the Liverpool Court of Passage. *Ex parte SPELMAN* [C. A. [1895] 2 Q. B. 174

— r. 1.

In order to entitle a plaintiff to enter final judgment under the above rule, the writ of summons must be a good specially indorsed writ under Order III., r. 6, at the time when the summons under Order XIV. is taken out. *GURNEY v. SMALL* - - - Div. Ct. [1891] 2 Q. B. 584

Special indorsement of writ with claim for interest in debt from date of writ till judgment,

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

held, net a "liquidated demand." **RYLEY v. MASTERS. SHEBA GOLD MINING Co. v. TRUBSHAW** - Div. Ct. [1893] 1 Q. B. 674

WILKES v. WOOD - C. A. [1893] 1 Q. B. 684
Secus, if such a claim for interest arises under a statute or by express contract, e.g., on a bill of exchange. **LONDON UNIVERSAL BANK v. EARL OF CLANCARTY** - Div. Ct. [1893] 1 Q. B. 689

LAWRENCE & SONS v. WILCOCKS

[C. A. [1892] 1 Q. B. 696

Affidavit of the agreement does not cure a defective claim. **GOLD ORES REDUCTION Co. v. PARR** - Div. Ct. [1893] 2 Q. B. 14

— Order XIV., r. 1.

Where a writ specially indorsed has been amended, after appearance, by striking out a claim for interest (not claimed as under statute or contract) the writ becomes a good specially indorsed writ, and Order XIV., r. 1, applies. **PAXTON v. BAIRD** - Div. Ct. [1893] 1 Q. B. 139

A receiver in a foreclosure action indorsed a writ for a definite sum, being two years' interest less the rents he had received:—*Held*, that this was not a liquidated sum for which a writ could be specially indorsed. **EARL POULETT v. VISCOUNT HILL** - [C. A. [1893] 1 Ch. 277

The mere appointment of a receiver by a mortgagee does not prevent the application of this order, but if there is a dispute as to the state of accounts between mortgagor and mortgagee leave to defend must be given. **LYNDE v. WATTHMAN** - C. A. [1895] 2 Q. B. 180

Where there was an agreement to pay money on condition that certain bills were delivered up:—*Held*, that an indorsement for the agreed sum was a good special indorsement although it contained no averment that the bills had been given up. **BRADLEY v. CHAMBERLYN**

[Div. Ct. [1893] 1 Q. B. 439

— Order XVI. (Parties).

The question in this case was whether this order applies to an application to rectify the register of trade-marks. *In re* **DYSON'S TRADE MARK** - North J. [1891] W. N. 176

— rr. 1, 4.

Two persons brought an action for slander alleging slanders some said of one plff., some of the other, and some of both:—*Held*, that the plffs. were wrongly joined, and that they should elect which should proceed. **SANDES v. WILDSMITH** - Div. Ct. [1893] 1 Q. B. 771

The rule deals merely with the parties to an action, and has no reference to the joinder of several causes of action. **HANNAY v. SMURTHWAITE** - H. L. (E.) [1894] A. C. 494

See also **SADLER v. GREAT WESTERN RAILW. Co.** C. A. [1895] 2 Q. B. 686

— rr. 2, 11.

Under these rules a plff. may be added or substituted after a decree in an admiralty action fixing liability but leaving damages to be assessed. **THE "DICKY OF BRUCE"** C. A. [1892] P. 201

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

— Order XVI., r. 9.

This rule only applies to persons who have or claim some beneficial proprietary right which they are asserting or defending in the cause or matter—Officials of trade unions cannot be sued, as representing the members of the unions, for inciting workmen to break their contracts with their employers. **TEMPERSON v. RUSSELL**

[C. A. [1893] 1 Q. B. 435

An order may be made under the rule authorizing persons to defend on behalf of all persons interested against the will of the persons so authorized. **WOOD v. MCCARTHY**

[Div. Ct. [1893] 1 Q. B. 775

— r. 9A.

This rule empowers the Court to approve a compromise and make it binding not on dissentient parties, but upon absent persons who have not assented. **COLLINGHAM v. SLOPER**

[C. A. [1894] 3 Ch. 716

— r. 11.

This rule gives a discretion as to adding defendants; but the discretion should, as a rule, be exercised in accordance with the principles upon which the old pleas in abatement succeeded or failed. The Court may on application or without application add a deft. **WILSON, SONS & Co. v. BALCARRES BROOK STEAMSHIP Co.**

[C. A. [1893] 1 Q. B. 422

This rule does not apply where the person whom it is sought to be added as deft. is not directly, but only indirectly and commercially interested in the issues between the plff. and deft. **MOSER v. MARSDEN** - C. A. [1893] 1 Ch. 497

An action against joint co-contractors within the jurisdiction will not be stayed for non-service of one deft. if the plf. has done all he can to effect service. **ROBINSON v. GEISEL**

[C. A. [1894] Q. B. 683

"Question involved in the cause or matter" considered. **MONTGOMERY v. FOY, MORGAN & Co.**

[C. A. [1895] 2 Q. B. 321

— rr. 11, 12.

The Court declined to order plff., after delivery of statement of claim, to add an interested person as defendant. Motion ordered to stand over until the trial. **PROCTER v. CHESHIRE COUNTY COUNCIL** North J. [1891] W. N. 24

— rr. 11, 43.

In an action for general account against a surviving executor and trustee, it is not necessary that the representative of a deceased trustee or executor should be made a party by the plaintiff, as there is power, if the defendant require it, to add such representative under these rules. *In re* **HARRISON. ALLEN v. SMITH. ALLEN v. CORT**

[O'Histy J. [1891] 2 Ch. 349

— rr. 22-24.

These rules are to be followed by analogy on application to C. A. for leave to appeal *in forma pauperis* by a party who has not appeared *in forma pauperis* in the Court below. *Ex parte* **GOLDBERG** - C. A. [1893] 1 Q. B. 417

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.**— Order XVI., r. 32 (a).**

The rule gives the Court power to appoint persons to represent next of kin on an originating summons to determine whether residuary estate passed to the next of kin, or was disposed of under a will, in a case where the next of kin could not be ascertained without an inquiry. *In re HAKE. POWNALL v. PRYOR*

[*Kekewich J. [1895] W. N. 116 (11)*]

— r. 46.

It should appear on the face of an order made under this rule either that the Court has dispensed with the personal representative of the deceased person interested in the matter or has appointed some person to represent the estate. *In re RICHMOND. SCALES v. HEYHOE (No. 2)*

[*Chitty J. [1893] 3 Ch. 148*]

— r. 48.

The word "indemnity" in the rule does not apply to a case where the repairers of a ship were in control of the ship when a collision occurred in respect whereof the owners are sued. "*THE JACOB CHRISTENSEN*" - *Bruce J. [1895] P. 281*

— r. 52, 55.

Procedure under these rules considered with reference to third party notice to co-defendant.

BAXTER v. FRANCE (No. 1)

[*C. A. [1895] 1 Q. B. 455*]

BAXTER v. FRANCE (No. 2)

[*C. A. [1895] 1 Q. B. 591*]

— Order XVII. (Change of Parties by Death).**— r. 8.**

"After a case has once been remitted to the county court, although irregularly, the High Court has no longer any jurisdiction. *DUKE v. DAVIS* - *C. A. [1893] 2 Q. B. 260*

— Order XVIII. (Joinder of Causes of Action).

This order deals only with joinder of causes of action, not with joinder of parties. *HANNAY v. SMURTHWAITE* - *H. L. (E.) [1894] A. C. 494*

— r. 2.

A claim for an interlocutory injunction to restrain further breach of covenant or damage may be indorsed on a writ claiming recovery of leasehold premises for breach of covenant. *READ v. WATTON* - *Stirling J. [1893] 2 Ch. 171*

— r. 6.

The object of this rule is merely to get rid of the mischief caused by the old practice as to misjoinder. *In re WRIGHT. KIRKE v. NORTH* [*Kekewich J. [1895] 2 Ch. 747*]

— Order XIX. (Pleading generally).**— r. 18.**

The rule does not oblige the deft. to plead the particular section of the Statute of Frauds relied upon. *JAMES v. SMITH*

[*Kekewich J. [1891] 1 Ch. 384*]

— rr. 6, 7.

Where a plaintiff is ordered to give particulars one of the terms of the order may be that the action be dismissed if particulars not delivered in certain time. *DAVEY v. BENTINCK*

[*C. A. [1893] 1 Q. B. 185*]

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.**— Order XX. (Statement of Claim), r. 4.**

Where the writ claimed only an account and the statement of claim alleged misrepresentation and claimed return of premium:—*Held*, that this was not an "altering, modifying, or extending" of the indorsement on writ. *CAYE v. CAREW*

[*Kekewich J. [1893] W. N. 42*]

— Order XXII. (Payment into Court).**— rr. 1-5.**

The order, except the rules expressly dealing with Admiralty actions, does not affect the Admiralty practice relating to tender. *THE "MONA"*

[*Bruce J. [1894] P. 265*]

— rr. 5, 22.

Where a larger sum has been paid into Court by the deft. than the damages awarded at the trial, the rule gives the judge power to order the surplus to be paid out to the deft. *GRAY v. BARTHOLOMEW* - *C. A. [1895] 1 Q. B. 209*

— Order XXIV. (Pending the Action).**— r. 3.**

Confession of defence. *HOUGHTON v. TOTTENHAM AND FOREST GATE RLWY. CO.*

[*North J. [1892] W. N. 88*]

— Order XXV. (Proceedings in lieu of Demurrer).**— r. 4.**

Applications under the rule will not be entertained if the pleading raises an important point of law. *ATTORNEY-GENERAL OF DUCHY OF LANCASTER v. LONDON AND NORTH-WESTERN RLWY. CO.* - *C. A. [1892] 3 Ch. 274*

— r. 5.

A declaration made under the rule. *LONDON ASSOCIATION OF SHIPOWERS AND BROKERS v. LONDON AND INDIA DOCKS JOINT COMMITTEE*

[*C. A. [1892] 3 Ch. 242*]

— Order XXVII. (Default of Pleading).**— r. 11.**

Where a plaintiff fails to deliver a defence to a counter-claim, the defendant should move for judgment under this order. *JONES v. MACAULAY*

[*C. A. [1891] 1 Q. B. 231*]

Discretion and directions as to costs. *YOUNG v. THOMAS* - *C. A. [1892] 2 Ch. 134*

Jurisdiction of Court to enter interlocutory judgment. *CHARLES v. SHEPHERD*

[*C. A. [1892] 2 Q. B. 632*]

Judgment given on counter-claim in default of reply in an action which after delivery of counter-claim had been dismissed for want of prosecution. *ROBERTS v. BOOTH* - *North J. [1893] 1 Ch. 52*

— r. 13.

"Close of pleadings." A plaintiff who has made no reply cannot give notice for trial under Order xxxvi., r. 11, until the 21 days allowed for reply have expired. *ROBINSON v. CALDWELL*

[*Div. Ct. [1893] 1 Q. B. 519*]

— Order XXVIII. (Amendment).**— rr. 1, 6.**

These rules apply to writs issued for service out of the jurisdiction. *HOLLAND v. LEBLIE*

[*[1894] 2 Q. B. 346; C. A. 2 Q. B. 450*]

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.

— Order XXVIII, rr. 9, 10.

The directions of r. 9 as to marking an amended indorsement or pleading with the dates of the order for amendment, and of the amendment, do not extend to the copy delivered to the opposite party under r. 10. *HANMER v. CLIFTON*

[Div. Ct. [1894] 1 Q. B. 238]

— — — r. 11.

A correction made in a decree of 1853 under the "Slip Order" of the Irish Rules, which is identical with the above rule. *HATTON v. HARRIS*

[H. L. (L.) [1899] A. C. 547]

— Order XXX. (Summons for directions).

— — — r. 7.

This rule has no special reference to the Commercial Court and the powers given thereby are not extended by rule 6 of the Commercial Court Notice of 1895. *BAERLEIN v. CHARTERED MERCANTILE BANK*

C. A. [1895] 2 Ch. 488

— Order XXXI. (Discovery).

— — — r. 6.

The rule applies when interrogatories have been allowed by a judge. *PENK v. RAY*

[C. A. [1894] 3 Ch. 282]

— — — r. 7.

The rule applies whether or not leave has been obtained to administer interrogatories. If the interrogatories looked at as a whole appear unreasonable or oppressive, the Court will strike out the whole though one or two taken alone may be unobjectionable. *OPPENHEIM & Co. v. SHEFFIELD*

C. A. [1893] 1 Q. B. 5

— — — r. 8.

The rule and its history discussed in *BLEWITT v. TRITTON*

C. A. [1892] 2 Q. B. 327

— — — r. 12.

Title deeds, insured for transit in the post by land and sea, were lost. The policy was in the form of an ordinary Lloyd's policy, altered so as to include transit by land as well as by sea. Defendants applied for discovery, as on a marine policy, in the form of Appendix K, No. 19:—*Held*, they were only entitled to an affidavit of documents in the ordinary form under Order xxxi, r. 12, the peculiar practice, prevailing in marine insurance actions, not applying. *HENDERSON v. UNDERWRITING AND AGENCY ASSOCIATION*

[Div. Ct. [1891] 1 Q. B. 557]

Limits of the application of the r. considered in *re WILLS' TRADE-MARKS*

[C. A. [1892] 3 Ch. 201]

ATTORNEY-GENERAL v. NORTH METROPOLITAN TRAMWAYS CO.

North J. [1893] 2 Ch. 70

— — — r. 19A (2).

The practice as to inspection by the judge of documents for which privilege is claimed discussed. *WILLIAMS v. QUEBRADA RLY. LAND AND COPPER CO.*

Kekewich J. [1895] 2 Ch. 761

— — — r. 28.

Separate sums of £5 must be paid into Court both for discovery of documents and on leave to deliver interrogatories where several defendants sever their defence and appear by separate solicitors. *LIVERPOOL AND MANCHESTER AERATED BREAD AND CAFÉ CO. v. FIRTH*

[Stirling J. [1891] 1 Ch. 367]

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.

— Order XXXI, r. 28.

One sum of £5 is sufficient where the plaintiff sues several defendants for one and the same cause, even although the defendants sever in their defence. *JOYCE v. BEALL*

[Div. Ct. [1891] 1 Q. B. 459]

The Court may order an increase in the deposit required on an order for production of documents, although the application be not made at the time when the order for discovery is made. *COOKE v. SMITH*

C. A. [1891] 1 Ch. 509

Where interrogatories have been delivered, and the deposit of £5 required by the rule made, and the affidavit in answer refers to documents, an order can be made for inspection of such documents without requiring a further deposit. *MOORE v. PEACHEY*

Div. Ct. [1891] 2 Q. B. 707

— Order XXXII. (Admissions).

— — — r. 6.

A verbal admission by deft. verified by an uncontradicted affidavit, to which the deft.'s attention has been drawn by notice of motion satisfies this rule. *In re BRENNY. FRENCH v. SPANSTON*

North J. [1894] 1 Ch. 499

A motion under the rule for an order against a deft. on admissions of fact must be made by all the plffs. in the action, and not merely by some of them. *In re WRIGHT. KIRKE v. NORTH*

[Kekewich J. [1895] 2 Ch. 747]

— Order XXXV. (District Registries).

— — — rr. 5, 6, 6a, sub-r. 2.

District registrar's powers to tax solicitor's costs on originating petition, considered. *In re PORRETT*

C. A. [1891] 2 Ch. 433

— — — r. 6.

The rule does not extend the jurisdiction of the district registrar to other matters than those mentioned in the earlier rules. *HOOD & SONS v. YATES*

Div. Ct. [1894] 1 Q. B. 240

— Order XXXVI. (Trial).

This rule does not confer any new jurisdiction. *BRITISH SOUTH AFRICA CO. v. COMPANHIA DE MOCAMBIQUE*

H. L. (E.) [1893] A. C. 602

— — — r. 1.

The rule only applies to local venues created by statute since 1875. *BUCKLEY v. HULL DOCKS CO.*

[Div. Ct. [1893] 2 Q. B. 93]

— — — rr. 4, 6, 7.

Meaning of these rules discussed. *BARING BROTHERS & Co. v. NORTH WESTERN OF URUGUAY RAILWAY CO.*

C. A. [1893] 2 Q. B. 406

— — — r. 6, 7.

The words "in any other cause or matter" in r. 6 mean in any cause or matter other than those referred to in rr. 2-7, and r. 6 does not apply to an action in the Ch. Div. In such an action the Court may under r. 7 direct a trial by jury, but the onus is on the party applying to show that the action is one which ought to be so tried. *JENKINS v. BUSHBY*

C. A. [1891] 1 Ch. 484

But see *MANGAN v. METROPOLITAN ELECTRIC SUPPLY CO.*

C. A. [1891] 2 Ch. 551

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

Order XXXVI., r. 11.
Notice of trial cannot be given under r. 11 until the 21 days allowed for reply under Order xxvii., r. 13, have expired, whether any reply be made or not. *ROBINSON v. CALDWELL*
[Div. Ct. [1893] 1 Q. B. 519]

r. 32.
If when a trial is called on the deft. appears and the plff. does not, and there is no counter-claim, the deft. is not entitled under this rule to have judgment entered for him, but judgment should be entered dismissing the action for default of appearance by the plff. *ARMOUR v. BATE* - - - C. A. [1891] 2 Q. B. 233

r. 37.
Where a deft. has furnished particulars within the time limited by the rule as to the evidence he intends to give in mitigation of damages the deft. can administer interrogatories. *SCAFFE v. KEMP & Co.* - - Div. Ct. [1899] 2 Q. B. 319

r. 50.
This rule empowers an official referee, subject to review by a Judge in Chambers, to grant or refuse a commission to examine witnesses abroad. *HAYWARD v. MUTUAL RESERVE ASSOCIATION*
[Div. Ct. [1891] 2 Q. B. 236]

This rule empowers an arbitrator to make an order for inspection of property the subject of the action. *MACALPINE & Co. v. CALDER & Co.*
[C. A. [1896] 1 Q. B. 515]

r. 55.
The object of this rule considered. *LARKIN v. LLOYD* - - - Kekewich J. [1891] W. N. 71

r. 59.
Case in which damages were assessed down to date of chief clerk's certificate. "Continuing cause of action" is a cause of action arising from the repetition of acts or omissions similar to these in respect of which the action is brought. *HOLE v. CHARD UNION* - - - C. A. [1894] 1 Ch. 293
And see *READ v. WOTTON*
[Stirling J. [1899] 2 Ch. 171]

Order XXXVII. (Evidence).
r. 3.

The rule has the effect only of doing away with the necessity for an order to read evidence taken in another action, but does not affect the admissibility of evidence. *PRINTING TELEGRAPH AND CONSTRUCTION Co. of the AGENCE HAVAS v. DRUCKER* - - - C. A. [1894] 2 Q. B. 301

r. 5.
Limitation of time for examination. *GEDYE v. PELLING* - - - [1892] W. N. 44

The rule does not authorize the issue of a Commission for the examination of witnesses in a matter referred to arbitration under an agreement. *In re SHAW & RONALDSON*
[Div. Ct. [1899] 1 Q. B. 91]

r. 7.
An order under this rule is equivalent to a *subpoena duces tecum*; it may be made *ex parte* and on a person not a party to the action, but only with reference to some proceeding in the litigation, and not for private inspection. Objec-

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

tions of privilege, &c., can be raised on-attending with the documents named in the order. *In re SMITH. WILLIAMS v. FREE* - - - North J. [1891] 1 Ch. 323

Order XXXVII., r. 7.
This rule was not intended to give litigants any new right to discovery against persons not parties to the proceedings. *O'SHEA v. WOOD*
[C. A. [1891] F. 286]

r. 9.
The rule does not apply to a judgment debtor brought up for examination in chambers as to his property or means of satisfying the judgment. *RENDELL v. GRUNDY* - - - C. A. [1895] 1 Q. B. 16

Order XXXVIII. (Affidavits).
r. 7.
Description of deponent as "Gentleman" may be allowed unless a more particular description is necessary for weighing the value of his evidence. *In re DODSWORTH. SPENCE v. DODSWORTH*
[Chitty J. [1891] 1 Ch. 657]

Order XXXIX. (New trial motions).
r. 3.
This rule makes the decision of the judge upon the sufficiency of a stamp final and not open to review. *BLEWITT v. THITTON*
[C. A. [1892] 2 Q. B. 327]

Order XL. (Motion for Judgment).
r. 7.
Where, on a reference as to the existence of a nuisance, the Official Referee reports that no nuisance exists, the deft. can move, under this rule, for judgment dismissing the action with costs. An eight days' notice under Order xxxvi., r. 55, is not necessary. *LARKIN v. LLOYD*
[Kekewich J. [1891] W. N. 71]

Order XLI. (Entry of Judgment).
r. 6.
The indorsement required by the rule only applies to judgments or orders which require the deft. to do some Act, and not to merely prohibitory orders. *HUDSON v. WALKER*
[Chitty J. [1894] W. N. 180]

Order XLII. (Execution).
r. 6.
This rule prohibits by implication the issue of a writ of sequestration for non-payment of money pursuant to a judgment. *In re LUMLEY. Ex parte CATHCART* - - - C. A. [1894] 2 Ch. 271
And see *HULBERT & CROWE v. CATHCART*
Div. Ct. [1894] 1 Q. B. 244

rr. 8, 23.
"Execution" does not include an order for a receiver. *NORBURN v. NORBURN*
[Div. Ct. [1894] 1 Q. B. 448]

r. 24.
Under this r. an action will lie upon an order made by the Court, by which a solicitor is ordered to pay the costs of the proceedings upon an application to strike him off the rolls, notwithstanding the fact that an unsuccessful application has been made to attach him for disobedience of the order. *GODFREY v. GEORGE*
[C. A. [1896] W. N. 152 (6)]

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.

— Order XLIII. (*Writs of Fieri Facias, &c.*).

— r. 7.

Sequestration for non-payment of costs can be issued at once under this rule on special application. *In re LUMLEY. Ex parte CATHCART* [C. A. [1894] 2 Ch. 271

Order XLIV. (*Attachment*).

— r. 2.

Personal service of a notice under this rule is not necessary. *See In re EVANS. EVANS v. NOTON* - - C. A. [1893] 1 Ch. 252

— Order XLV. (*Attachment of Debts*).

— r. 1.

An affidavit stating that the creditor believes that a debt is owing from the garnishee to the debtor is sufficient without specifying the particular debt. *DE PASS v. CAPITAL AND INDUSTRIES CORPORATION* - C. A. [1891] 1 Q. B. 216; [affirm. by H. L. (E.) *sub nom. VINALL v. DE PASS* [1892] A. C. 90

Effect of an order "attaching all debts" considered with reference to the obligations of the garnishee, a banker of the judgment debtor. *ROGERS v. WHITELEY* H. L. (E.) [1892] A. C. 118

Judgments or orders for payment of money into Court are not within the rule. *In re GREER. NAPPER v. FANSHAW* Chitty J. [1895] 2 Ch. 217

— Order XLVI. (*Charging Stock*).

— r. 1.

An order enforcing payment of costs of an inquiry in lunacy by directing a transfer of Consols is not a charging order, and is not bound by the procedure laid down in the rule. *In re CATHCART (No. 2)* - C. A. [1893] 1 Ch. 466

— Order XLVIII. A. (*Actions by and against Firms*).

— r. 1.

This rule applies to foreign or colonial partnerships carrying on business within the jurisdiction, although the members are resident out of the jurisdiction. *WORCESTER CITY AND COUNTY BANKING Co. v. FIRBANK, PAULING & Co.* [C. A. [1894] 1 Q. B. 784

— rr. 1, 3.

These rules have no application to actions against foreign firms, the members of which are domiciled and resident out of the jurisdiction. *GRANT v. ANDERSON & Co.*

[Div. Ct. [1892] 1 Q. B. 108

— rr. 1, 5, 8.

Effect of these rules considered with reference to judgment and execution against the property of a firm having an infant partner. *HARRIS v. BEAUCHAMP BROTHERS (No. 1)*

[C. A. [1893] 2 Q. B. 534

LOVELL & CHRISTMAS v. BEAUCHAMP

[H. L. (E.) [1894] A. C. 607

— r. 3.

Where an action has been brought and judgment recovered against a partnership in the firm name, if one of the members left the firm to the knowledge of the pltf. before action brought, and does not appear, or admit that he is a partner, the pltf. must have served him with a writ

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.

before he can execute, or have the question of the ex-member's liability tried. *WIGRAM v. COX, SONS, BUCKLEY & Co.* Div. Ct. [1894] 1 Q. B. 792

— Order XLVIII. A., rr. 3, 11.

Rule 11 does not apply to a foreign defendant resident outside the jurisdiction, who carries on business in England under an assumed name. —Service on English manager under rule 3 held bad. *ST. GOBAIN, CHAUNY AND CIRY Co. v. HOYERMANN'S AGENCY* C. A. [1893] 2 Q. B. 96

— r. 11.

The rule explained in *MACIVER v. G. & J. BURNS* - - C. A. [1895] 2 Ch. 630

— Order L. (*Interlocutory Orders*).

— r. 2.

Shares in a limited company are within the words "goods, wares, or merchandise" which may be sold by order of the Court. *EVANS v. DAVIES* [Kekewich J. [1893] 2 Ch. 216

— r. 3.

An order made allowing photographs to be taken of bills, the acceptances of which were, it was alleged, forged. *LEWIS v. EARL OF LONDSEBOROUGH* - - Div. Ct. [1893] 2 Q. B. 191

— r. 6.

This rule does not authorize a deft. to move for an injunction not connected with the relief sought by the action before filing his counter-claim. *CARTER v. FEY* - - C. A. [1894] 2 Ch. 541

— r. 15 (a).

The Court will not appoint a receiver of a judgment debtor's property generally. *HAMILTON v. BROGDEN (No. 1)* North J. [1891] W. N. 14

— Order LL. (*Sales by Court in Chancery Division*).

— r. 1 (a).

In this case, the minutes providing for the sale out of court, the reserved biddings, &c., to be fixed by the judge. Chitty J., treated the sale as one altogether out of court, and directed the insertion in the minutes of the declaration required by the rule. *CUMBERLAND UNION BANKING Co. v. MARYPORT HEMATITE IRON AND STEEL Co.* - - Chitty J. [1892] 1 Ch. 92

— Order LII. (*Motions*).

— r. 4.

"Served with" notice of motion—Affidavits—Rule to be construed strictly. *TAYLOR v. ROE (No. 1)* - - Kekewich J. [1893] W. N. 14

But see *RENDELL v. GRUNDY*

[C. A. [1895] 1 Q. B. 16

— Order LV. (*Chambers in Chancery Division*).

Application to amend judgment by directing that accounts and inquiries should be taken on the footing of wilful default:—Held, that such an application could not be granted on originating summons, even against plaintiffs (trustees) who were submitting to accounts. *In re HENGLER. FROWDE v. HENGLER (No. 2)* - - Kekewich J. [1893] W. N. 37

In making an order on originating summons which may affect the estate of a deceased person, the Court must either dispense with the attendance of the representative of the estate, or

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

appoint some one to represent it. *In re RICH-SON. SCALES v. HEYHOE* (No. 2) - Chitty J. [1893] 3 Ch. 146

— Order LV., r. 2 (1).

The rule applies to an application to carry over a fund to the credit of an action. *In re LANCA-SHIRE AND YORKSHIRE RLY. SLATER v. SLATER* [Kekewich J. 1895] W. N. 85

Sub-rule (1) is not applicable where there is a question of construction. *In re HICKS* [Kekewich J. 1894] W. N. 55

— r. 3 (d).

An order cannot be made under this rule on a trustee to pay into Court money not in his hands, but which he has received and for which he is responsible. *NUTTER v. HOLLAND* [C. A. 1894] 3 Ch. 408

— r. 3, 4.

A residuary legatee proceeding under these rules may compel executors to plead Statute of Limitations—Procedure under the order considered. *In re WENHAM. HUNT v. WENHAM* [North J. 1892] 3 Ch. 59

— r. 4.

In this case Kekewich J. held that an originating summons under the order taken out by a judgment creditor for the administration of the estate of an intestate married woman, the defendant being her husband who had not yet taken out administration, was entirely bad. *In re LEASK. RICHARDSON v. LEASK* Kekewich J. [1891] W. N. 159

— Order LVII. (*Interpleader*).

— r. 9.

Where a judge in interpleader proceedings has decided the case under this rule without directing an issue or stating a special case, his decision is summary and not appealable. *In re TARN* [C. A. 1893] 2 Ch. 280

— Order LVIII. (*Appeals to the Court of Appeal*).

— r. 4.

Under this rule the C. A. can direct entry of judgment for either party instead of ordering a new trial. *ALLCOCK v. HALL* [C. A. 1891] 1 Q. B. 444

— r. 15.

No appeal lies from a refusal of the Court of Appeal to give leave to appeal where the time limited by this rule has expired. Such a refusal is not an order or judgment of the Court of Appeal within the meaning of s. 8 of the Appellate Jurisdiction Act, 1876. *Per H. L. (E.) in LANE v. ESDALE* - [1891] A. C. 210

An appeal from the decision of a judge on an interpleader issue tried by him without a jury must under this rule be brought within twenty-one days. *MCKNAIR & Co. v. AUDENSHAW PAINT AND COLOUR CO.* - C. A. [1891] 2 Q. B. 502

This rule does, as amended by R. S. C., 1893, r. 27, not apply to judgments perfected before

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1893—continued.

Jan. 1, 1894; the day on which the latter rules came into force. *BUDGETT v. BUDGETT* (No. 1) [C. A. 1894] 3 Ch. 555

A judgment or order refusing part and granting part of the relief sought is not the "refusal of an application" so as to cause the time for appealing to run from the date of its making. *SAELFER v. CITY OF LONDON ELECTRIC LIGHTING CO. MEUX'S BREWERY CO. v. THE SAME* C. A. [1895] 1 Ch. 267

— Order LVIII., r. 15.

An order dismissing an action after hearing on a point of law under O. xxv., rr. 2, 3, is not a "final order" for purposes of appeal. *SALAMAN v. WARNER* - C. A. [1891] 1 Q. B. 734

— Order LIX. (*Discretionary Courts*).

— rr. 9-17.

These rules do not override s. 8 of the Mayor's Court of London Act, 1857, which requires security for costs of an appeal to be given. *MORGAN v. BOWLES* - Div. Ct. [1894] 1 Q. B. 236

— r. 12.

Service of notice of appeal from county court on London agent of the country solicitor is not sufficient. *POWELL v. THOMAS* [Div. Ct. 1891] 1 Q. B. 97

— Order LXII. (*Chancery Registrars*).

— r. 18.

District registrar's power to tax solicitor's costs on an originating petition of course, considered. *In re FORBETT* - C. A. [1891] 2 Ch. 433

— Order LXIV. (*Time*).

— r. 8.

An application by letter under this rule for an extension of time to put in statement of defence is not a step in the proceedings within s. 4 of the Arbitration Act, 1889. *BRIGHTON MARINE PALACE AND PIER, LD. v. WOODHOUSE* [North J. 1893] 3 Ch. 486

— r. 13.

This rule, requiring a month's notice where no proceedings in an action have been taken for a year, applies only to pleadings, &c., not to motions to enforce judgments, whether by execution, sequestration, or otherwise. *TAYLOR v. ROE* (No. 2) - Kekewich J. [1893] W. N. 26

— Order LXV. (*Costs*).

— r. 1.

The discretion as to costs given by this rule extends to motions for judgment under O. xxvii., r. 11. *YOUNG v. THOMAS* C. A. [1892] 3 Ch. 134

"Good cause" considered. *FORBSTER v. FARQUHAR* - C. A. [1893] 1 Q. B. 564

"For good cause"—Practice to be followed as to refusing part of costs of successful plffs. where the place of trial had been improperly laid in Middlesex. *ROBERTS v. JONES. WILLEY v. GREAT NORTHERN RLY. CO.*

[Hawkins J. 1891] 2 Q. B. 194

— r. 1.

This rule repeals by implication the provisions as to costs contained in s. 9 of 31 & 32 Vict. c. 71 (County Court Admiralty Jurisdiction). *ROCKETT v. CLIPPINDALE*

[C. A. 1891] 2 Q. B. 293

1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.— Order LXV. (*Costs*), r. 1.Charges and expenses distinguished from costs. *In re BEDDON. DOWNES v. COTTAM* -
[C. A. [1893] 1 Ch. 547]

— r. 6 (a).

Foreigner "temporarily resident within the jurisdiction" does not apply to a foreigner whose business engagements would keep him in England for nearly twelve months—Object of rule explained. *MICHELIS v. EMPIRE PALACE CO.*
[C. A. affirm. Div. Ct. [1893] W. N. 38]

— r. 9.

The higher scale was allowed in an Admiralty case which involved the calling of a number of scientific witnesses and the preparation of plans. *THE "ROBIN"* - *Jeune Fren.* [1892] P. 95

— r. 12.

Where in an action in High Court the exact sum of £50 is recovered, the costs must be taxed on the county court scale. *MILLINGTON v. HARWOOD* -
C. A. [1892] 2 Q. B. 166

— r. 27, sub-r. 2.

Costs of short-hand note allowed, though a full report of the case had been published. *In re CATHCART* (No. 2) - C. A. [1893] W. N. 107

— sub-r. 21.

Costs order to be paid by a married woman out of her separate property may under this rule be set off as taxation against costs payable to her personally. *PELTON BROTHERS v. HARRISON* (No. 2)
[C. A. [1892] 1 Q. B. 118]

— sub-r. 47.

Three counsel allowed. *In re CATHCART* (No. 2)
[C. A. [1893] W. N. 107]

— sub-r. 48.

A case lasted 4½ hours the first day and 5 hours on the second:—*Held*, that refreshers might be allowed for the work done on the second day after the expiration of the time necessary to make up 5 hours. *O'HARA, MATTHEWS & CO. v. ELLIOTT & CO.* - Div. Ct. [1893] 1 Q. B. 362
And see THE "COURIER"
[Butt Pres. [1891] P. 355]A summons adjourned into Court for oral evidence is a matter within the sub-rule. *In re ANGLO-ACSTRIAN PRINTING AND PUBLISHING UNION* - *V. Williams J.* [1894] 2 Ch. 622

— Appx. N.

The rule in the schedule as to close copies only applies in cases of agency. *In re BOROUGH COMMERCIAL AND BUILDING SOCIETY*
[C. A. [1894] 1 Ch. 229]— Order LXVII. (*Service of Orders*).

— r. 4.

This rule applies to an order of revivor, and therefore the filing of it in a case where the defendant has entered no appearance is sufficient. *JACKSON v. KILMAN* -
Kekewich J. [1891] W. N. 171Notice of motion for attachment not served personally, but filed under this rule held valid. *In re EVANS. EVANS v. NOTON*
[C. A. [1893] 1 Ch. 252]**1. SUPREME COURT RULES—A. RULES OF SUPREME COURT, 1883—continued.**

— Order LXVII., r. 11.

This order does not apply to appeals governed by special statute, e.g. the right of appeal from a summary decision of a judge on an interpleader summons: is governed by Common Law Procedure Act, s. 17, and not by the order. *In re TARN*
[C. A. [1892] 2 Ch. 290]— Order LXX. (*Effect of non-compliance with Rules*).

— r. 1.

Irregularities to be condoned—Non-application of rule in matters affecting the liberty of the subject. *TAYLOR v. ROE* (No. 1)
[Kekewich J. [1893] W. N. 14]*But see RENDELL v. GRUNDY, C. A. [1895] 1 Q. B. 16.*

— r. 2.

Applied *In re MARTIN & VARLOW* North J.
[1894] W. N. 233]

— r. 3.

The rule enables the Court to waive any irregularity in the issue and service of a writ. *DICKSON v. LAW* - North J. [1895] 2 Ch. 62— Order LXXI. (*Interpretation*).

— r. 1.

Meaning of "originating summons" considered *In re HOLLOWAY. Ex parte PALLISER* - C. A.
[1894] 2 Q. B. 163][*But see R. S. C. Aug. 1894, Order LXXI.*]**B. FUNDS RULES.**(a) *Chancery Funds (Amended) Orders, 1874*
Published in L. R. 9 Ch. pp. lxxvii-lxxviii.

— r. 5.

Notice need no longer be given to beneficiaries of payment into Court by trustee. The rule is now obsolete. *In re GRAHAM'S TRUSTS*
[Chitty J. [1891] 1 Ch. 151][*Note.—These Orders were revoked by R. S. C. dated Feb. 25, 1895. St. R. & O. 1895, No. 421, L. 27.*](b) *Supreme Court Funds Rules, 1886 (Published in W. N. Oct. 9, 1886).*

— r. 21.

In a partition action in which an order for sale had been made on the request of an infant and others, Kekewich J. said that the mere request by solicitors or counsel for an infant did not operate as an election by the infant to take as personality. Therefore the infant's share to be carried over must be stated to be real estate as required by the above rule. *HOWARD v. JAL-LAND* - Kekewich J. [1891] W. N. 210*Note.—These rules are superseded by the Supreme Court Funds Rules, 1894, published in W. N. [1894] appx. of O. & R. p. 7, and St. R. & O. 1894, pp. 423, 474.***2. BANKRUPTCY RULES.**— A. Rules of 1886 (*Published as a Supplement to W. N., Oct. 30, 1886*).

— r. 112, sub-a. 2.

The costs of a trustee's application under s. 55 of the Bankruptcy Act, 1883, to disclaim leaseholds, are costs of a "proceeding under the Act,"
q 2

2. BANKRUPTCY RULES—continued.

which as a general rule are payable out of the estate. Therefore, when the assets are under £300, such costs are taxable on the lower scale. *In re PROCTER* - Cave J. [1891] 2 Q. B. 433

— Rules of 1886, r. 117.

When the official receiver is trustee without a committee of inspection, he is in the same position as any other trustee appointed by creditors, and must when proceeding under s. 57 of the Act and the above rule obtain the direct authority of the Board of Trade for the act proposed to be done. *In re DUNCAN. Ex parte DUNCAN*

[V. Williams J. [1892] 1 Q. B. 331

— rr. 120-124.

Where there is a trustee the official receiver has no right to appear on a taxation under these rules, and to take objection to items in the bill. *In re NASH & SONS. Ex parte CROFTON, CRAVEN AND WORTHINGTON Div. Ct.* [1895] W. N. 135 (1)

— r. 130.

An order is perfected within the rule when signed by the registrar, and filing under r. 109 is not necessary to "perfect" an order. *In re HELSBY. Ex parte TURTLE* - C. A. [1894] 1 Q. B. 742

— r. 132.

Compliance with this rule ought not to be dispensed with except under special circumstances. *In re VICTORIA. Ex parte SPANISH CORPORATION* [C. A. [1894] 1 Q. B. 259

— r. 262.

The rule considered with reference to receiving orders against a firm having an infant partner. *LOVELL & CHRISTMAS v. BEAUCHAMP H. L. (E.)* [1894] A. C. 607

— r. 317.

The sanction of the Court under this rule cannot be given after the profit has been derived, but must be given before the business is undertaken. *In re GALLARD. Ex parte GALLARD* [C. A. [1896] W. N. 146 (1)

— r. 361.

The County Court Rules, 1889, Order xxv., r. 29, with regard to judgment debtors prevails. Order on judgment set aside, a receiving order having been made against the debtor. *In re NUTTELL. FORD v. NUTTELL*

[C. A. [1891] W. N. 55

— B. Rules of 1890 (*Published in St. R. & O. 1890, p. 4*).

— r. 13.

This rule, relating to rescinding receiving orders, is to be construed strictly. *In re FLATAU. Ex parte OFFICIAL RECEIVER*

[C. A. [1893] 2 Q. B. 219

— Appendix, Form No. 6.

A bankruptcy notice cannot issue against a married woman in respect of a judgment binding her separate estate only. *In re HANNAH LYNES. Ex parte LISTER & Co.* C. A. [1893] 2 Q. B. 113

3. COMPANIES WINDING-UP RULES.

— A. Companies Winding-up Order, March 31, 1893 (*Published in L. R. 3 Ch. pp. xlix.-lxi.*)

— rr. 6-14.

These rules regulating procedure in chambers

3. COMPANIES WINDING-UP RULES—contd.

on directory only, and not imperative. *In re LAMSON STORE SERVICE Co. LD.* - Stirling J. [1895] 2 Ch. 728

— B. Companies Winding-up Order, Nov. 29, 1890 (*Published in St. R. & O. 1890, p. 232, and in W. N., Dec. 20, 1890*).

The effect of this order, made under s. 1, sub-s. 5, of the Companies Winding-up Act, 1890, is to deprive the Metropolitan County Courts of any winding-up jurisdiction and to attach their districts for winding-up purposes to the High Court. *In re COURT BUREAU (No. 2)*

[Stirling J. [1891] W. N. 15

— C. Companies (Winding-up) Rules, 1890 (*Published in St. R. & O. 1890, pp. 232-321, and in W. N., Dec. 20, 1890*).

— r. 31.

This rule does not affect that which under the old practice attached to costs ordered to be paid by the liquidator out of the assets of the co. to a successful litigant. *In re LONDON METALLURGICAL Co.* - V. Williams J. [1895] 1 Ch. 758

— rr. 34, 177.

North J. made an order on a petition, the advertisement of which did not comply with r. 34, holding under r. 177 that the irregularity did not invalidate the proceedings. *In re BULL. BEVAN & Co.* - North J. [1891] W. N. 176

— r. 36.

A liquidator is a "principal officer" of petitioning company, and therefore is the proper person to make affidavit verifying petition. *In re REVIEW PUBLISHING Co.* - V. Williams J. [1893] W. N. 5

— r. 63, sub-r. 72.

The Court has discretion to refuse to confirm a determination of creditors and contributories as to appointment of liquidator if it is not unanimous. *In re JOHANNESBERG LAND AND GOLD TRUST Co.* - Chitty J. [1892] 1 Ch. 583

— r. 67.

The Board of Trade has power to fix the security to be given by the liquidator of a company before as well as after the making of a winding-up order. *In re MERCANTILE BANK OF AUSTRALIA* [North J. [1892] 2 Ch. 204

— r. 72.

Applications under this rule may be made *ex parte*. *In re BERTRAM LUTIPARD'S VLEI GOLD MINING Co.* - C. A. [1892] 3 Ch. 337

— r. 83.

An official receiver, when acting as provisional liquidator, can settle a list of contributories, he being included in the term "liquidator" mentioned in the above rule. *In re ENGLISH BANK OF THE RIVER PLATE (No. 1)*

[Chitty J. [1892] 1 Ch. 391

— Appendix, Forms 14 & 15.

The question of dealing with affidavits which require or refer to sealing with the seal of the Court considered, there being at present no such seal. *In re COURT BUREAU (No. 1)*

[Stirling J. [1891] W. N. 9

— D. Companies Winding-up Rules, Feb. 1891 (*Published in St. R. & O. 1891, and in W. N. Feb. 21, 1891, p. 9*).

The costs of attending the petition will be dis-

3. COMPANIES WINDING-UP RULES—contd.

allowed to all creditors who omit to state, as required by these rules, in their notice of intention to appear, whether they intend at the hearing to support or oppose the petition. *In re GREEN, MCALLAN & FIELDEN, LD.*

[Chitty J. [1891] W. N. 127

— **Companies Winding-up Rules, Feb. 1891, r. 3 (1) (b).**

An application by way of appeal from a decision of the official receiver acting as such, and as liquidator must be made in chambers. *In re NATIONAL WHOLEMEAL BREAD AND BISCUIT CO. Ex parte BAINES* - - - V. Williams J. [1892] 2 Ch. 457

— **rr. 3, 4.**

North J. stated that, having regard to the provisions of these rules, he should treat a winding-up petition as unopposed, and hear it when first called, if no notice of opposition had been received by the registrar. The order to be of course subject to the risk of its being stopped afterwards, if it should turn out that notice of opposition had been given to the petitioner. *In re INMAN & CO., LD.* North J. [1891] W. N. 202

— **r. 4, Form 3.**

The practice to be followed in cases where no person has given notice of his intention to appear stated *In re AUSTRALASIAN ALKALINE REDUCTION AND SMELTING SYNDICATE*

[Chitty J. [1891] W. N. 209

— **K. Companies Winding-up Rules of 1892** (Published in W. N. [1892] (Appx. of O. & R.), p. 16; *St. R. & O.* 1892, p. 49).

— **r. 20.**

If in a petition the creditors mean to support an application for a supervision order they must say so in their notice, otherwise they will get no costs. *In re WOODROW, HOOPER & CO.*

[V. Williams J. [1893] W. N. 33

— **F. Company (Winding-up) Order, March 26, 1893** (Published in W. N. [1892] (Appx. of O. & R.) p. 21; *St. R. & O.* 1892).

Application of order. Effect of order explained—The order does not apply to petitions for reduction of capital or to petitions for altering memorandum of association. *In re ISLINGTON AND GENERAL ELECTRIC SUPPLY*

[Chitty J. [1892] W. N. 81

The judge to whom winding-up business is assigned has jurisdiction—

A. To confirm alterations in memorandum. *In re MINING SHARES INVESTMENT CO.*

[V. Williams J. [1893] 2 Ch. 660

B. To sanction reduction of capital. *In re OCEAN QUEEN STEAMSHIP CO.*

[V. Williams J. [1893] 2 Ch. 666

— **G. Company (Winding-up) Rules, April, 1892** (Published in W. N. [1892] (Appx. of O. & R.), p. 16; *St. R. & O.*, 1892, pp. 49-64).

— **rr. 11, 32.**

Under these rules all depositions taken at a private examination under s. 115 of the Companies Act, 1862, are to be treated as on the file, and may be inspected and copies taken by any

3. COMPANIES WINDING-UP RULES—contd.

creditor whose claim or proof has been admitted. *In re STANDARD GOLD MINING CO.*

[V. Williams J. [1895] 2 Ch. 545

— **Companies Winding-up Rules, April, 1892, r. 27.**

This rule is not *ultra vires*. *In re LONDON AND GENERAL BANK (No. 1)*

[V. Williams J. [1894] W. N. 155

— **H. Company (Winding-up) Order, November 7, 1893** (Published in W. N. [1893] (Appx. of O. & R.), p. 5).

The order gives jurisdiction to hear petitions for reduction of capital. *In re ALUMINIUM CO.*

[Wright J. [1894] W. N. 6

4. COUNTY COURT RULES.

— **A. Rules of 1890** (Published as a *St. O. P.*).

— **Order IX., r. 11, Form 104 (a).**

Effect of payment into Court without denial of liability as admission considered. *HENNELL v. DAVIES* - - - [Div. Ct. [1893] 1 Q. B. 387

— **Order XXV. (Enforcement of Judgments and Orders).**

— **r. 29.**

An order on a judgment summons, made subsequently to the debtor obtaining a receiving order, set aside on the grounds that the order was contrary to this rule. *In re NUTHALL. FORD v. NUTHALL* - - - [C. A. [1891] W. N. 55

— **r. 47.**

Considered with reference to judgments and orders against married women. *COUNTRESS OF AYLESFORD v. GREAT WESTERN RLWY. CO.*

[C. A. [1892] 2 Q. B. 626

— **Order XXVII. (Costs).**

— **r. 4, Sch.**

The rule requiring particulars to be signed by the solicitor in order that he may claim costs is satisfied if the particulars be signed by his clerk. *FRANCE v. DUTTON* Div. Ct. [1891] 2 Q. B. 208

— **Order XL. (Agricultural Holdings Act).**

— **r. 7.**

So much of the rule as provides that an application to appoint a referee may be disposed of before the registrar unless one of the parties gives written notice of his desire to be heard before the judge is *ultra vires* and bad. *In re GRIFFITHS & MORRIS* - - - Div. Ct. [1895] 1 Q. B. 866

— **Order L. (Costs).**

— **r. 12.**

"The value of the goods" within the order is the value found by the judge, and not the amount deposited in Court. *STUDHAM v. STANBRIDGE*

Div. Ct. [1895] 1 Q. B. 870

— **Form 14A.**

The marginal note to paragraph 4 of the form is incorrect. It is only right when the amount of the claim does not exceed £5. *GORDON v. EVANS* [C. A. [1894] 1 Q. B. 243

— **B. Rules of 1892** (Published as a *St. O. P.*, price 4d., and in *St. R. & O.* 1892, p. 108).

— **Order XXXIX. B. (Admiralty).**

— **r. 32.**

The rule does not apply solely to cases of arrest, and if the plaintiff is dissatisfied with the value in deft.'s affidavit he should proceed under the rule. The "*Argo*" Div. Ct. [1894] P. 33

4. COUNTY COURT RULES—continued.— Order XII. (*Company Winding-up*).

— r. 9.

There is no jurisdiction to transfer to High Court proceedings for winding-up building societies. *In re REAL ESTATES CO.*

[*V. Williams J.* [1893] 1 Ch. 398

[*But see now the Building Societies Act 1894 (57 & 58 Vict. c. 47) s. 8.*

5. DIVORCE RULES.

— Rules of 1865 as subsequently amended and added to (*Published in W. N. Oct. 16, 1880*).

Rules of 1886, r. 158.

In the proviso to this rule "having separate property" must be read "having sufficient separate property." *Per A. L. Smith L.J. in ALLEN v. ALLEN* (No. 2) — [1894] P. 134, at p. 139

— r. 191.

In a wife's petition for dissolution, she applied for alimony *pendente lite*, and the registrar made an order on him and his partner to produce their account books:—*Held*, that the registrar had power under the above rule to require an inspection of the ledger, and issued a writ of attachment to enforce compliance with his order. *CAREW v. CAREW* (No. 1)

[*Jeune J.* [1891] P. 360**6. ELECTION PETITION RULES.**

— Rules of 1868 (*Published in L. R. 4 C. P. 771-789*).

— r. 6.

There is no inflexible rule as to the time for delivery of particulars. *RUSHMERE v. ISAACSON*

[*Div. Ct.* [1893] 1 Q. B. 118

— rr. 6, 7.

Rule 7 is exclusive of rule 6, and alone applies when the seat is claimed on a scrutiny of votes. The Court has no jurisdiction to order particulars other than those under rule 7 or to enlarge the time for their delivery. *MUNRO v. BALFOUR* — *Div. Ct.* [1893] 1 Q. B. 113

7. HOUSE OF LORDS STANDING ORDERS.

— No. 1.

Effect of Standing Order No. 1 as to time of appealing considered. *CONCHA v. CONCHA*

[*H. L. (E)* [1892] A. C. 670**8. INFERIOR COURTS RULES.**

— General Orders of the Liverpool Court of Passage, 1882.

— No. II.

Invalidity of rule under s. 6 of the County Court Admiralty Act, 1869, giving registrar power to determine causes. *FELLOWS v. OWNERS OF "LORD STANLEY"* *Div. Ct.* [1893] 1 Q. B. 98

9. LUNACY RULES.

— Rules of 1892 (*Published in Statutory Rules and Orders, 1892, p. 594*).

— r. 128.

"Clear annual income." This rule does not apply to sums remitted from Ireland to the committee of a lunatic for her maintenance. *In re GRIHAN* — *C. A.* [1896] 2 Ch. 12

— Schedule, Form 1 (e).

The Form is correct, and orders in this form should not be headed "In Lunacy." *In re BROWN* — *C. A.* [1894] 3 Ch. 413

10. PARLIAMENTARY, &c., REGISTRATION ORDERS.

(A) Parliamentary, &c., Registration Order, 1889 (*Published in Parl. Paper, 1889 (118)*).

Note:—This order was rescinded by "the Registration O. 1895," *St. R. and O.*, 1895, No. 140 L. 8. Price 4d.

— Forms 5 (a) (b).

An incomplete description of place of abode of objector, the name of the town being omitted, held to be sufficient. *HICKS v. STOKES*

[*Div. Ct.* [1893] 1 Q. B. 124

— Appx. II. Form H. No. 2.

Where it appeared that the witnesses to the claims were not present when the claims were signed the claims were disallowed. *BODY v. HALSE. HUNT v. HALSE. FENNING v. HALSE*

[*C. A.* [1891] 1 Q. B. 203

(B) Parliamentary, &c., Registration Order, 1895 (*Published in Statutory Rules and Orders, 1895, No. 140, L. 8*).

— Sch. II. Pt. I., s. 19 (b).

The omission of the word "successive" in a claim renders the statement of the qualification incorrect, but if on a reasonable construction of the claim the qualification appears to refer to successive occupation, the revising barrister has power to amend. *SOUTTER v. RODERICK*

[*Div. Ct.* [1895 W. N. 156 (7)**11. PILOTAGE ORDERS.**

— O. in C. May 1855 as to the London District. (*Published in Lond. Gaz. May 22, 1855, p. 1961*).

The O. in C. makes the employment of an "under book" pilot compulsory for a ship drawing more than 14 feet if no "upper book" pilot is obtainable. The "CARL XV."

[*Butt Pres.* [1892] P. 132; *C. A.* [1892] P. 324**12. PRIVY COUNCIL RULES.**

— Rules of 1886 (*Published in W. N., Jan. 27, 1886*).

Rule No. 15 (as to the taking of security) may be dispensed with in a proper case. *HUNTER v. SS. "HESKETH"* — *J. C.* [1891] A. C. 628

13. PROBATE RULES.

— Probate Contentious Rules, dated July 30, 1863 (*Published as a St. O. P.*).

— r. 41.

Where the party opposing a will gives notice that he insists on the will being proved in solemn form on cross-examining the witnesses, but does not seek to call in the probate, he cannot be condemned in costs. *LEIGH v. GREEN*

[*Div. Ct.* [1893] P. 17

— r. 74.

The practice as to appointing a guardian *ad litem* to an infant deft. who has failed to appear on a Probate action is governed by O. XIII., r. 1, of R. S. C., and not by the above Probate rule. *WHITE v. DUVERNAY*

[*Jeune, J.* [1891] P. 290**14. SAILING RULES.**

— A. Regulations for Preventing Collisions at Sea (*Published in L. R. 9 P. D. pp. 247-256*).

— Art. 5, sub-ss. (A.), (C.), (D.) 8.

"Not under command" means entirely unable

14. SAILING RULES—continued.

to get out of the way. A ship able to turn by means of the helm but somewhat disabled from reversing is not included. *THE "P. CALAND"*

[C. A. [1892] P. 191; H. L. (E.)
[1893] A. C. 207]

— Regulations for Preventing Collisions at Sea, Arts. 12 (a), 13.

Considered in *THE "N. STRONG"*

[Jeune J. [1892] P. 106]

— — — Art. 13.

Where two ships are approaching in a fog, they ought to stop, and if necessary to reverse, unless there are distinct and unequivocal indications from the fog signals that if the ships continue their course they will pass clear without risk of collision. Judgment of C. A. affirmed by H. L. (E.) on the facts and not on point of law. *THE "LANCASHIRE"* — C. A. [1893] P. 47;

[H. L. (E.) *sub nom.* "LANCASHIRE" OWNERS
[OF SS. v. OWNERS OF SS. "ARIEL," THE
["LANCASHIRE"] [1894] A. C. 1]

— — — Art. 20.

How long the obligation imposed on the "overtaking ship" continues considered. *THE "MOLIERE"* — — — Jeune Pres. [1893] P. 217

— — — Art. 21.

The Swin is a narrow channel within the meaning of the article. *THE "MINNIE"*

[C. A. [1894] P. 336]

B. Thames By-laws.

— (a.) Rules of 1872 (*Published in Lond. Gaz.*
Feb. 6, 1872, p. 408.)

— — — r. 20.

Case in which rule 20 was infringed at time of collision—The Thames By-laws and the Regulations for Preventing Collisions at Sea contrasted. *THE "MONTE ROSA"* — G. Barnes J. [1893] P. 23

— — — r. 36.

This rule, which requires only a proper look-out does not repeal by-law 99 (made under the Waterman's and Lighterman's Act, 1859), which provides for a look-out from the bow of the steamer. *GOSLING v. GREEN*

[Div. Ct. [1893] 1 Q. B. 109]

— (b.) Rules of Dec. 1887 (*Published in the Lond. Gaz. Jan. 1888, p. 2.*)

— — — Arts. 17 (c), 18.

A ship turning round and also reversing her engines must give the four blasts of the steam-whistle required by art. 18. It is not sufficient to give the three blasts ordered by art. 17 (c) for vessels reversing. *THE "NEW PELTON"*

Jeune J. [1891] P. 258

C. Regulations as to Navigation of Lower Danube.

— — — Chap. 2, art. 32.

Where a ship ascending the Danube finds herself exposed to the risk of meeting a descending ship at or near a point which does not afford sufficient breadth for passing, art. 32 of the regs. applicable to the Lower Danube is imperative, and the ascending ship is bound to stop and wait. If, however, such an ascending ship force her way contrary to art. 32, and her intention so to do is reasonably apparent, a descending ship

14. SAILING RULES—continued.

commits contributory fault by insisting on her right of precedence. *SS. "DIANA" v. SS. "CLIEVEDEN."* *THE "CLIEVEDEN"*

[J. C. [1894] A. C. 625]

15. SHERIFFS' FEES ORDER.

— *Sheriffs' Fees and Foundage Order, 1888*
(*Published in W. N. Oct. 6, 1888.*)

A sheriff's officer cannot maintain an action against an execution creditor for expenses under a writ of *fi. fa.* issued by the creditor in making inquiries as to the goods of an execution debtor. *SMITH v. BROADBENT & Co.*

Div. Ct. [1892] 1 Q. B. 551

16. SOLICITORS' REMUNERATION ORDER.

— *Solicitors' Remuneration Order, 1882* (*Published in W. N. Sept. 2, 1882.*)

— — — Sch. I.

The commission payable to solicitor where property is sold at auction in lots under different titles and to different persons is chargeable on the total amount realised by the sale. *In re ONWARD BUILDING SOCIETY* (No. 2) — — — Div. Ct.

[1893] 1 Q. B. 16

Where a formal lease is granted in pursuance of a written agreement for a lease, the solicitor cannot charge the scale fee for preparing "an agreement for a lease." *SAVERY v. ENFIELD LOCAL BOARD* — — — H. L. (E.) [1893] A. C. 218

— — — Sch. I. Pt. I., r. 2 (a).

The scale charge in Part I. of Sch. I. does not apply to a covering deed executed by a company to trustees for securing debentures which by the non-issue of debentures has never come into actual operation as a "completed mortgage." *In re BIRCHAM* — — — C. A. [1895] 2 Ch. 786

— — — r. 11.

Where purchase of land was made under the Public Health Act, 1875, and was entirely voluntary, and there was no notice to treat, and all costs were to be paid by the purchasers:—*Held*, that the rule applied, and that the scale was excluded. *In re BURDEKIN* — C. A. [1895] 2 Ch. 136

Held, that a solicitor is entitled to the scale fee for negotiating a sale, although the contract made is subject to the sanction of Court, and although in order to satisfy the Court he has paid an estate agent fees out of his clients' moneys for the purposes of valuing the property. *In re MACGOWAN.* *MACGOWAN v. MURRAY*

[C. A. [1891] 1 Ch. 105]

— — — Sch. II.

The discretion of Taxing Master extends to increasing or diminishing the fee for attendance. Case for opinion of counsel is a document. *In re MAHON* — — — C. A. [1893] 1 Ch. 507

17. SUMMARY JURISDICTION RULES.

— *Rules of 1886* (*Published in W. N. Oct. 9, 1886.*)

The written notice requiring justices to state a special case must be served on all the justices who heard the original case. Otherwise the Court has not jurisdiction to hear the appeal,

17. SUMMARY JURISDICTION RULES—contd.

even though the respondent be willing to waive the informality. *WESTMORE v. PAINE*

[Div. Ct. [1891] 1 Q. B. 482]

18. TRADE-MARKS RULES.

— *Rules of 1890 (Published in St. R. & O. 1890, p. 982; W. N., Jan. 11, 1890).*

— rr. 31, 54, 55.

These rules considered. *In re ROBERTSON, SANDERSON & Co.'s APPLICATION*

[Stirling J. [1892] 2 Ch. 245]

19. TRAMWAYS RULES.

— *Rules of Aug. 1886.*

— r. 22.

There is no jurisdiction to order payment of the general costs of liquidation of a liquidator out of the deposit. *In re COLCHESTER TRAMWAYS Co.* — — — *North J. [1893] 1 Ch. 309*

Note:—The rules now in force are dated Jan. 1892.

LIST OF RULES AND ORDERS OF COURT

ISSUED DURING THE YEARS 1890* TO 1895, WITH REFERENCES TO THE PUBLICATIONS IN WHICH THEY ARE TO BE FOUND.

The Rules and Orders as published in the Weekly Notes have now a separate pagination for convenience in binding.

All Rules and Orders issued under statutory powers, other than those of a local or personal character, have been since 1890 printed at length in the annual volumes of Statutory Rules and Orders published by H. M. Stationery Office. These annual volumes are referred to in these lists and digests by the abbreviation "St. R. & O. 1890," "St. R. & O. 1894," and so on.

Such Rules and Orders are also now officially published in a separate form under the Rules Publication Act, 1893. The number (e.g. [1895] No. 11) following each Rule or Order is that by which it has been registered by the Queen's Printer under this Act: copies can be obtained from Messrs. Eyre and Spottiswoode by ordering them by this number.

	PAGE		PAGE
1. <i>Supreme Court</i> - - -	ccxlix	11. <i>Land Registration</i> - - -	cclxiii
2. <i>Bankruptcy</i> - - -	ccliii	12. <i>London Quarter Sessions</i> - - -	cclxiv
3. <i>Company—Winding-up</i> - - -	cclvii	13. <i>Lunacy</i> - - -	cclxiv
4. <i>County Court</i> - - -	cclix	14. <i>Parliamentary and Local Govern-</i>	
5. <i>Criminal Law</i> - - -	cclxiii	ment Registration - - -	ccxiv
6. <i>Deeds of Arrangement</i> - - -	cclxiii	15. <i>Probate</i> - - -	cclxiv
7. <i>Distress</i> - - -	cclxiii	16. <i>Sailing Rules</i> - - -	cclxiv
8. <i>Ecclesiastical Courts</i> - - -	cclxiii	17. <i>Shipping Casualties</i> - - -	cclxv
9. <i>Inferior Courts</i> - - -	cclxiii	18. <i>Summary Proceedings</i> - - -	cclxv
10. <i>Lancaster Chancery Court</i> - - -	cclxiii	19. <i>Tithes</i> - - -	cclxv

1. SUPREME COURT.

A. Rules of the Supreme Court.

(1.) General Rules.†

"*The Rules of the Supreme Court, August, 1890.*" W. N. Aug. 23, 1890; St. R. & O. 1890, p. 959.

"*The Rules of the Supreme Court (Sales under Executions), 1890.*" dated Dec. 17, 1890. W. N. Dec. 27, 1890; St. R. & O. 1890.

"*The Rules of the Supreme Court, June, 1891.*" dated June 19, 1891. W. N. July 4, 1891 (Appx. of O. & R.), p. 13; St. R. & O. 1891, p. 670.

Rule of the Supreme Court, Dec. 1891, dated Dec. 18, 1891. St. R. & O. 1891, p. 673.

"*The Rules of the Supreme Court, Feb. 1892.*" dated Feb. 5, 1892. W. N. 1892 (Appx. of O. & R.), p. 4; St. R. & O. 1892, p. 904.

* In view of the forthcoming official publication of an edition of Statutory Rules and Orders Revised, embracing all Statutory Rules issued prior to December 31, 1895, and now in force, it has been deemed convenient to include the Rules issued during 1890 in the following list, so as to afford, with the aid of the volumes referred to, a reference to all Rules and Orders of Court.

† See also list of Rules under Special Acts, p. cciii.

1. SUPREME COURT—continued.

"*The Rule of the Supreme Court, June, 1892.*" dated June 17, 1892. St. R. & O. 1892, p. 905.

"*The Rules of the Supreme Court, Aug. 1892.*" dated Aug. 10, 1892. W. N. [1892] (Appx. of O. & R.), p. 29; St. R. & O. 1892, p. 906.

"*The Rules of the Supreme Court, Aug. 1893.*" dated Aug. 23, 1893. St. O. P.; W. N. [1893] (Appx. of O. & R.), p. 4; St. R. & O. 1893, p. 541.

"*The Rules of the Supreme Court, Nov. 1893.*" dated Nov. 28, 1893. W. N. [1893] (Appx. of O. & R.) pp. 5-10; St. R. & O. 1893, p. 542.

"*The Rules of the Supreme Court (Trustee Act), 1893.*" dated Dec. 5, 1893. W. N. [1893] (Appx. of O. & R.), p. 10; St. R. & O. 1893, p. 559.

Rule of the Supreme Court, dated Dec. 20, 1893. St. R. & O. 1893, 558; W. N. 1894 (Appx. of O. & R.), p. 1.

Rule of the Supreme Court, dated Jan. 10, 1894. W. N. [1894] (Appx. of O. & R.), p. 1; St. R. & O. 1894, p. 418.

Rule of the Supreme Court, dated Jan. 10, 1894, amalgamating the Associates Department with the Crown Office Department of the Central Office. St. R. & O. 1894, p. 419.

LIST OF RULES AND ORDERS OF COURT ISSUED

1. SUPREME COURT—continued.

Rules of the Supreme Court, dated Aug. 18, 1894. W. N. [1894] (Appx. of O. & R.), p. 3; St. R. & O. 1894, p. 419.

Rules of the Supreme Court dated Feb. 25, 1895. (1) consolidating the Chancery Funds Orders and (2) as to Costs of Originating Summons. W. N.

1. SUPREME COURT—continued.

[1895] (Appx. of O. & R.) p. 2; St. R. & O. [1895] No. 431. L. 27. Price ½d.

"The Rules of the Supreme Court, Nov. 1895," dated Nov. 26, 1895. W. N. [1896] p. 35; St. R. & O. [1895] No. 603. L. 35. Price ½d.

[Note.—The following Table shews the extent to which the Rules issued during the six years, 1890–5, affect the previous Rules of the Supreme Court.]

Reference to the Number of each of the Original Orders.	Subject-Matter of Order.	Reference to the amending Rules.
VII.	Disclosure by Solicitors, &c.	Rule 2 annulled by "R. S. C., June, 1891." See O. XLVIII. A.
IX.	Service of Writ	Rules 6, 7 annulled by "R. S. C., June, 1891." See O. XLVIII. A.
XII.	Appearance	Rules 15, 16, annulled by "R. S. C., June, 1891." See O. XLVIII. A.
XIII.	Default of Appearance	New r. 15 added by "R. S. C., Nov. 1893."
XIV.	Summary Judgment	Annulled and new O. xiv. substituted by "R. S. C., Nov. 1893."
XVI.	Parties	Rules 14, 15 annulled by "R. S. C., June, 1891." See O. XLVIII. A. Rule 8, 32 amended, and new r. 9 A added by "R. S. C., Nov. 1893."
XVIII. A	Trial without Pleadings	New Order added by "R. S. C., Nov. 1893."
XXII.	Payment into Court	New r. 22 added by "R. S. C., Nov. 1893." Rule 12 annulled and new rr. 12, 12 A, 12 B, substituted by "R. S. C. of Feb. 25, 1895."
XXX.	Summons for Directions	Annulled and new O. xxx. substituted by "R. S. C., Nov. 1893." New r. 7 added by "R. S. C., Aug. 1894."
XXXI.	Discovery	Rules 1, 2, 12, 18 annulled, and new rr. 1, 2, 12, 18 substituted, and new rr. 19 A, 29 added by "R. S. C., Nov. 1893."
XXXIII.	Issues, Inquiries, and Accounts	New r. 8 B added by "R. S. C., Nov. 1893."
XXXV.	District Registries	Addition to r. 5 by "R. S. C., Aug. 1894."
XXXVI.	Trial	New r. 29 A added by "R. S. C., Dec. 1891." Rule 39 annulled, and new r. 39 substituted by "R. S. C., Feb. 1892." New r. 29 B added by "R. S. C., Aug. 1892." New r. 18 A added by "R. S. C., Aug. 1893."
XXXIX.	Motion for New Trial.	Rule 1 amended by "R. S. C., Aug. 1890." Rules 1, 4 amended by "R. S. C., Feb. 1892."
XL.	Motion for Judgment.	Rule 2 annulled, and new r. 2 substituted. Rule 5 from "unless" annulled by "R. S. C., Feb. 1892."
XLII.	Execution	Rule 10 annulled. See O. XLVIII. A. New r. 33 A added by "R. S. C., June, 1891." Rule 33 A amended by "R. S. C., June, 1892."

1. SUPREME COURT—continued.

Reference to the Number of each of the Original Orders.	Subject-Matter of Order.	Reference to the amending Rules.
XLIII.	Writs of fi. fa., &c. . . .	New rr. 8-15 added by "R. S. C., Dec. 1890."
XLV.	Attachment of Debts	Rule 10 annulled by "R. S. C., June, 1891." See O. XLVIII. A.
XLVI.	Charging Stock	New rules 1 A, 1 B added by "R. S. C., June, 1891."
XLVIII. A	Actions by and against firms, &c.	New Order added by "R. S. C., June, 1891."
LI.	Sales by Court in Chancery Division	New r. 1 B added by "R. S. C., Nov. 1893."
LII.	Motions	Rules 19-22 annulled by "R. S. C. (Trustee Act), 1893."
LIV.	Chambers	Rules 4, 12 (e) annulled by "R. S. C., Nov. 1893." Rules 23, 24 annulled, and new rr. 23, 24, substituted, and new rr. 4 B, 4 C, 4 D, 4 E, 4 F, added by "R. S. C., Aug. 1894." Rule 12 amended, 12 B added by "R. S. C., Nov. 1895."
LIV. A	Declarations on Summons	New Order added by "R. S. C., Nov. 1893."
LIV. B	Proceedings under the Trustee Act, 1893	New Order added by "R. S. C. (Trustee Act), 1895." Rule 4 A added by "R. S. C. of Feb. 25, 1895."
LV.	Chambers in the Chancery Division	Rules 20-23 annulled, r. 10 A amended, and new rr. 9 B, 35 A, added by "R. S. C., Nov. 1893." Rule 2 (4), (5) (8), 13 A, annulled, and new r. 13 A substituted by "R. S. C. (Trustee Act), 1893." Addition made to r. 13 A, by "R. S. C. of Feb. 25, 1895." Rule 9 C, added by "R. S. C., Nov. 1895."
LVIII.	Appeals to the Court of Appeal	Rule 15 amended by "R. S. C., Nov. 1893."
LIX.	Divisional Courts	Rule 1, sub-r. (j), annulled by "R. S. C., Feb. 1892." New r. 4 A, added by "R. S. C. of Dec. 20, 1893."
LXI.	Central office	Addition to rr. 19, 30, by "R. S. C. of Feb. 25, 1895."
LXII.	Chancery Registrars	Rules 2, 3 annulled, and new r. 2 substituted by "R. S. C., Aug. 1894."
LXV.	Costs	New rr. 14 A, 14 B, 14 C, added by "R. S. C., Nov. 1893."
LXXI.	Interpretation	Definition of originating summons annulled, and new r. 1 A, added by "R. S. C., Aug. 1894."
Appx. B.	. . . .	New Form 16 A, added by "R. S. C., Nov. 1893."

1. SUPREME COURT—continued.

Reference to the Number of each of the Original Orders.	Subject-Matter of Order.	Reference to the amending Rules of 1894.
Appx. K.	Summonses and Orders . . .	Forms 3 and 14 annulled, and new Forms 1 A, 1 B, 1 F, 3 A, 4 A, added by "R. S. C., Nov. 1893." New Forms 1 G, 1 H, added by "R. S. C., Aug. 1894."
Appx. L.	Chancery Division . . .	Form 9 annulled, and new Form 9 substituted by "R. S. C., Aug. 1892." Form 25 annulled by "R. S. C., Nov. 1893."
Appx. M.	Payment into and out of Court .	Superseded by Supreme Court Funds Rules, 1894.
Appx. N.	Costs	New Items 72 A, 82 A, added, and Item 130 amended by "R. S. C. of Feb. 25, 1895."

(ii.) Rules under Special Acts and as to Special Matters.

BANKRUPTCY ACTS. See **BANKRUPTCY**, below.
CHARITABLE TRUSTS.] Rules dated May 27, 1892 ("R. S. C. Charitable Trusts Recovery, 1892"), made under the Charitable Trusts Recovery Act, 1891. W. N. [1892] (Appx. of O. & R.) p. 21; St. R. & O. 1892, p. 907.

COMMERCIAL CAUSES.] Notice as to Commercial Causes. W. N. [1895] (Appx. of R. & O.) p. 2.

COMPANIES ACTS. See **COMPANY—WINDING-UP**, below.

FINANCE ACT.] Rules dated Jan. 14, 1895 (R. S. C. Finance Act, 1895). W. N. [1895] (Appx. of O. & R.) p. 1; St. R. & O. [1895] No. 11. L. 1. Price 1d.

LOCAL GOVERNMENT ACTS.] Rules dated Aug. 10, 1892, under s. 29 of the Local Government Act, 1888. W. N. [1892] (Appx. of O. & R.) p. 29; St. R. & O. 1892, p. 908.

Rule dated Jan. 14, 1895, as to Election Petitions under the Local Government Act, 1894. W. N. [1895] (Appx. of R. & O.) p. 1; St. R. & O. [1895] No. 12. L. 2. Price 1d.

Rule of the Supreme Court dated Dec. 10, 1894, under s. 70 of the Local Government Act, 1894. [1894] W. N. (Appx. of O. & R.) p. 5; St. R. & O. 1894, p. 424.

Rule dated Ap. 6, 1895, under s. 70 of the Local Govt. Act, 1894. W. N. [1895] (Appx. of O. & R.) p. 4; St. R. & O. [1895] No. 151. L. 9. Price 1d.

LUNACY ACT. See **LUNACY**, below.

MAIL SHIPS.] Rules dated Feb. 27, 1892, "The Mail Ship Rules, 1892," made by the Ld. Chanc. and the Judges of the S. C. pursuant to the Mail Ships Act, 1891 (54 & 55 Vict. c. 31.) St. R. & O. 1892, p. 741.

MERCHANT SHIPPING ACT.] Rules of the Supreme Court (Merchant Shipping), 1894, dated Dec. 10, 1894. W. N. [1894] (Appx. of O. & R.) p. 5; St. R. & O. 1894, p. 425.

PROBATE ACTS. See **PROBATE**, below.

QUEEN'S BENCH SITTINGS.] Resolutions of the Judges of the Queen's Bench Division, May 24, 1894, as to the sittings of the Courts and form of sessional lists. W. N. [1894] (Appx. O. & R.) pp. 2, 3.

TRUSTEE ACT.] Direction of the Judges of the Chancery Division as to applications under the Trustee Act, 1893. W. N. [1894] (Appx. of O. & R.) p. 1.

B. Fees and Stamps.

Order dated June 17, 1891, made by the Treas. with the concurrence of the Ld. Chanc. prescribing the mode of collecting Fees in the Liverpool District Registry. St. R. & O. 1891, p. 674.

Order dated Dec. 12, 1892, under the Colonial Probates Act, 1892. W. N. [1893] (Appx. of O. & R.) p. 1; St. R. & O. 1892, p. 912.

Rules dated Jan. 12, 1893, as to fees to Trinity Masters. St. R. & O. 1893, p. 831.

Treas. Order made with the concurrence of the Ld. Chanc. and dated May 4, 1893, as to the Cancellation of the Stamps by means of which the fees and percentages in the Supreme Court are taken. W. N. [1893] (Appx. of O. & R.) p. 4; St. R. & O. 1893, p. 561.

C. Funds.

The Supreme Court Fund Rules, 1894, dated Dec. 4, 1894, consolidating all rules relating to funds in Court. W. N. [1894] (Appx. of O. & R.) p. 7; St. R. & O. 1894, pp. 428-474.

2. BANKRUPTCY.**A. General Rules.**

The Bankruptcy Rules, 1890, dated Nov. 26, 1890. W. N. Dec. 13, 1890; St. R. & O. 1890, pp. 7-68.

Appendix to the General Rules, Part. III. dated Dec. 18, 1890. W. N. Jan. 10, 1891 (Appx. O. & R.) p. 3; St. R. & O. 1890, p. 68.

General Rules dated Nov. 23, 1891, made pursuant to the Bankruptcy Acts 1883, and 1890. W. N., Nov. 28, 1891 (Appx. O. & R.), p. 15; St. R. & O. 1891, p. 6.

2. BANKRUPTCY—continued.

Order of the Bd. of Trade dated Mar. 16, 1894, under r. 5 (2) of the Bankruptcy Rules, 1886. W. N. [1894] (Appx. O. & R.) p. 2.

Order of the Bd. of Trade dated May 31, 1895, under r. 5 (2) of the Bankruptcy Rules, 1886. W. N. [1895] (Appx. O. & R.) p. 22.

General Rules dated Nov. 11, 1895, under s. 127 of the Bankruptcy Act, 1883. W. N. [1895] (Appx. of O. & R.) p. 22; St. R. & O. 1895, No. 436. L. 29. Price ½d.

[Note.—The following Table shows the extent to which the Rules issued during the six years, 1890-5, affect the Bankruptcy Rules, 1886.

Reference to the Number of each of the Rules of 1886.	Subject-Matter of Order.	Reference to the amending Rules.
17	Use of file by Bd. of Trade and Official Receiver	New r. 17 A added by the Bankruptcy Rules, 1890.
37	Preparation of Orders. . . .	New rr. 37 A, 37 B added by the Bankruptcy Rules, 1890.
67	Shorthand writers	New r. 67 A added by the Bankruptcy Rules, 1890.
112 } 119 } 125 }	Costs	New rr. 112 A, 119 A, 125 A added by the Bankruptcy Rules, 1890.
134	Appeals from County Courts . .	New r. 134 A added by the Bankruptcy Rules, 1890.
156	Death of Debtor before service of Petition	New r. 156 A added by the Bankruptcy Rules, 1890.
184	Rescission of Receiving Order . .	New r. 184 A added by the Bankruptcy Rules, 1890.
189	Public Examination of Debtor . .	New r. 189 A added by the Bankruptcy Rules, 1890.
192	Adjudication	Annulled and new r. 192 substituted, and new r. 192 A added by the Bankruptcy Rules, 1890.
195	Service of Proceedings	Annulled and new r. 195 substituted by the Bankruptcy Rules, 1890.
196 to 216	Composition or Scheme	Annulled and new rr. 196 to 216 substituted by the Bankruptcy Rules, 1890.
219 } 222 }	Proof of Debts	New rr. 219 A, 222 A added by the Bankruptcy Rules, 1890.
225 } 227 }	Dividend	New rr. 225 A, 227 A added by the Bankruptcy Rules, 1890.
233 to 244	Discharge.	Annulled and new rr. 235 to 238, 238 A, 239 to 244, 244 A, 244 B substituted by the Bankruptcy Rules, 1890.
245 } 246 }	Proxies and Voting Letters . .	Annulled and new rr. 245, 246 substituted by the Bankruptcy Rules, 1890.

2. **BANKRUPTCY**—*continued.*

Reference to the Number of each of the Rules of 1896.	Subject-Matter of Order.	Reference to the amending Rules.
252	Meetings of Creditors	New r. 252 A added by the Bankruptcy Rules, 1890.
253 } 254 }	Meetings of Creditors. . . .	Annulled and new rr. 253, 254 substituted by the Bankruptcy Rules, 1890.
266	Joint and Separate Estates. . . .	Annulled and new r. 266 substituted by the Bankruptcy Rules, 1890.
267	Joint and Separate Estates. . . .	Amended by the Bankruptcy Rules, 1890.
271	Lunatics	Annulled and new r. 271 A substituted by General Rule of Nov. 11, 1895.
273	Small Bankruptcies	Annulled and new r. 273 substituted by the Bankruptcy Rules, 1890.
279	Administration of Estate of Person dying Insolvent	New r. 279 A added by the Bankruptcy Rules, 1890.
294	Bankrupt's Books	Annulled and new r. 294 substituted by the Bankruptcy Rules, 1890.
310	Trustees and Committees of Inspection.	New r. 310 A added by the Bankruptcy Rules, 1890.
315	Trustees and Committees of Inspection.	Annulled and new r. 315 substituted by the Bankruptcy Rules, 1890.
316 } 317 }	Trustees and Committees of Inspection	New rr. 316 A, 317 A, added by the Bankruptcy Rules, 1890.
320	Disclaimer of Lease	Annulled and new r. 320 substituted by the Bankruptcy Rules, 1890.
323	Official Receivers	Rule 323 annulled, and new rr. 323 A, 323 B, 323 C added by the Bankruptcy Rules, 1890.
346	Unclaimed Funds	New r. 346 A added by the Bankruptcy Rules, 1890.
Forms. 16 A	Substituted Service of Petition	Annulled and new Form 16 A substituted by General Rule of Nov. 23, 1891.
29	Receiving Order under s. 103 (5). . . .	New Form 29 A added by the Bankruptcy Rules, 1890.
31	Notice of Receiving Order	Annulled and new Form 31 substituted by the Bankruptcy Rules, 1890.
41	Examination of Debtor	New Forms 41 A, 41 B added by the Bankruptcy Rules, 1890.
46	Statement of Affairs	Annulled and new Form 46 substituted by the Bankruptcy Rules, 1890.
47	Memorandum of Public Examination	Annulled and new Form 47 substituted by the Bankruptcy Rules, 1890.
55	Order of Adjudication	New Form 55 A added by the Bankruptcy Rules, 1890.

2. BANKRUPTCY—continued.

Reference to the Number of each of the Rules of 1886.	Subject-Matter of Order.	Reference to the amending Rules.
61	Notice to Creditors of application for Discharge.	Annulled and new Form 61 substituted by the Bankruptcy Rules, 1890.
62	Order as to Discharge	Annulled and new Form 62 substituted, and new Forms 62 A, 62 B added by the Bankruptcy Rules, 1890.
63	Order as to Discharge	Annulled and new Form 63 substituted, and new Form 63 A added by the General Order of Nov. 23, 1891.
64	Bankrupt's consent to entry of Judgment	Annulled and new Form 64 substituted by the Bankruptcy Rules, 1890.
65	Judgment pursuant to Consent	Annulled and new Form 65 substituted by the Bankruptcy Rules, 1890.
	Affidavit as to after-acquired property	New Form 65 B added by the Bankruptcy Rules, 1890.
67	Order as to approval of Composition	Annulled and new Form 67 substituted by the Bankruptcy Rules, 1890.
68 } 69 } 70 }	Enforcement of Provision in Composition.	Annulled and new Forms 68, 69, 70 substituted by the Bankruptcy Rules, 1890.
71	Certificate of approval of Scheme	Annulled and new Form 71 substituted by the Bankruptcy Rules, 1890.
73	Proof of Debt of Workman	Annulled and new Form 73 substituted by the Bankruptcy Rules, 1890.
75 } 76 }	Proxies	Annulled and new Forms 75, 76 substituted by the Bankruptcy Rules, 1890.
78 } 80 } 81 }	Notice of Meeting of Creditors	Annulled and new Forms 78, 80, 81 substituted, and new Form 80 A added by the Bankruptcy Rules, 1890.
	Proposals	New Forms 81 A, 81 B added by the Bankruptcy Rules, 1890.
82	Report on Proposal	Annulled and new Form 82 substituted by the Bankruptcy Rules, 1890.
84	Certificate of Postage of Notices of First Meeting	New Form 84 A added by the Bankruptcy Rules, 1890.
88 } 89 }	Resolution accepting Scheme or Composition	Annulled and new Forms 88, 89 substituted by the Bankruptcy Rules, 1890.
93 } 94 }	List of Creditors	Annulled and new Forms 93, 94 substituted by the Bankruptcy Rules, 1890.
95 } 96 }	Applications	Annulled and new Forms 95, 96 substituted by the Bankruptcy Rules, 1890.
98	Notice of Application to approve Scheme, &c.	Annulled and new Form 98 substituted by the Bankruptcy Rules, 1890.

2. BANKRUPTCY—continued.

Reference to the Number of each of the Rules of 1886.	Subject-Matter of Order.	Reference to the amending Rules.
101	Notice of Meeting	Annulled and new Form 101 substituted by the Bankruptcy Rules, 1890.
102	Postage of Notices	Annulled and new Form 102 substituted, and new Form 102 A added by the Bankruptcy Rules, 1890.
105	Notice of Application to approve Scheme, &c.	Annulled and new Form 105 substituted by the Bankruptcy Rules, 1890.
119	Notice of intention to Disclaim .	New Forms 119 A, 119 B added by the Bankruptcy Rules, 1890.
120	Disclaimer	Annulled and new Form 120 substituted, and new Forms 120 B, 120 C, 120 D, 120 E added by the Bankruptcy Rules, 1890, and new Form 120 A added by Board of Trade Notice of March 16, 1894.
122	Statement to accompany notice of Dividend, &c.	Annulled and new Form 122 substituted, and new Forms 122 A, 122 B added by the Bankruptcy Rules, 1890.
129	Affidavit verifying Trustee's Account	Annulled and new Form 129 substituted by Board of Trade Notice of May 31, 1895.
132	Statement of Accounts	New Form 132 A added by the Bankruptcy Rules, 1890.
140	Request to deliver Bill for Taxation	Annulled and new Form 140 substituted by the Bankruptcy Rules, 1890.
141	Allocatur for Costs	New Form 141 A added by the Bankruptcy Rules, 1890.
148	Warrant against Debtor about to quit England.	Annulled and new r. 148 substituted by the Bankruptcy Rules, 1890.
176	Order transferring Receivership .	New r. 176 added by the Bankruptcy Rules, 1890.
Appx. III.	Scale of allowances to Brokers, &c.	Scale annulled and new scale added by the General Order of Dec. 18, 1890.

B. Fees and Stamps.

Order dated Sept. 27, 1890, as to Fees of County Court Registrars. St. B. & O. 1890, p. 70.

General Order as to Fees and Percentages dated Dec. 18, 1890, made by the Ld. Chanc. with the concurrence of the Treasury. W. N. Jan. 10, 1891 (Appx. of O. & R.), p. 1; St. B. & O. 1890, p. 70.

Treasury Order, dated Dec. 19, 1890, as to collection of these Fees by Stamps. W. N. Jan. 10, 1891 (Appx. of O. & R.), p. 3; St. B. & O. 1890, p. 75.

General Order as to Fees and Percentages dated May 11, 1891, annulling Table F of the scale of fees of Dec. 18, 1890, and substituting new scale therefor. St. B. & O. 1891, p. 70.

3. COMPANY—WINDING-UP.**A. General Rules.**

The Companies Winding-up Rules, 1890, dated Nov. 26, 1890. W. N. Dec. 20, 1890; St. R. & O. 1890, pp. 232-321.

General Rules, dated April 30, 1891, made pursuant to s. 26 of the Companies (Winding-up) Act, 1890. W. N. May 9, 1891, p. 10; St. R. & O. 1891, p. 49.

Order of the Bd. of Trade dated Feb. 13, 1891, under r. 3 (2) of the Companies (Winding-up) Rules, 1890. W. N. Feb. 21, 1891, p. 8; St. R. & O. 1891, p. 42.

Bd. of Trade Notice dated Jan. 8, 1892, under r. 3, cl. 2, of the Companies (Winding-up) Rules, 1890. W. N. [1892] (Appx. of O. & R.) p. 2; St. R. & O. 1892, p. 44.

Bd. of Trade Notice dated Jan. 8, 1892, under r. 3, cl. 2, of the Companies (Winding-up) Rules, 1890. W. N. [1892] (Appx. of O. & R.) p. 3; St. R. & O. 1892, p. 46.

The "Companies Winding-up Rules, 1892," dated April 6, 1892, made under the Companies Acts, 1862 to 1890, and the Judicature Act, 1881. W. N. [1892] (Appx. of O. & R.) p. 16; St. R. & O. 1892, p. 49.

3. COMPANY—WINDING-UP—continued.

Rules dated Aug. 10, 1892 (Companies (Winding-up) Rules, Aug. 1892). W. N. [1892] (Appx. of O. & R.) p. 29; St. R. & O. 1892, p. 65.

General Rules, dated Dec. 3, 1892, made pursuant to s. 26 of the Companies (Winding-up) Act, 1890. W. N. [1892] (Appx. of O. & R.) p. 36; St. R. & O. 1892, p. 65.

General Rules dated March 29, 1893, made pursuant to s. 26 of the Companies (Winding-up) Act, 1890. W. N. [1893] (Appx. of O. & R.) p. 3; St. R. & O. 1893, p. 51.

Order of the Bd. of Trade dated Jan. 31, 1894, under r. 3 (2) of the Companies (Winding-up) Rules, 1890. W. N. [1894] (Appx. of O. & R.), p. 1.

General Rules dated April 2, 1895 ("The Companies Winding-up Rules, 1895.") W. N. [1895] (Appx. of O. & R.) p. 3; St. R. & O. 1895, No. 536. Price ½d.

Order of the Bd. of Trade dated June 26, 1895, under r. 3 (2) of the Companies (Winding-up) Rules, 1890. W. N. (Appx. of O. & R.) p. 22.

General Rule, dated Nov. 26, 1895 ("The Companies Winding-up Rule, Nov. 1895.") W. N. [1895] (Appx. of O. & R.) p. 23; St. R. & O. 1895, No. 578. Price ½d.

[Note.—The following Table shows the extent to which the Rules issued during the five years, 1891-5, affect the Companies Winding-up Rules, 1890.]

Reference to the Number of each of the Rules of 1890.	Subject-Matter of Order.	Reference to the amending Rules.
2	Interpretation	Definition of "Court" and "Judge" amended by the Companies Winding-up Rules, 1892.
4	Procedure in High Court . .	Annulled by the Companies Winding-up Rules, 1892.
45	Times for holding First Meeting.	Annulled by the Companies Winding-up Rules, 1895.
53	Votes at Meetings	Annulled by the Companies Winding-up Rules, 1892.
63	Appointment of Liquidator. .	(3a) annulled, and new paragraph 63 (3a) substituted by the Companies Winding-up Rules, 1895.
72	Order for Public Examination .	Annulled by the Companies Winding-up Rules, 1892.
119	Time for admission, &c., of Proofs	Annulled by the Companies Winding-up Rules, 1892.
127	Information by Liquidator . .	Annulled and new rr. 127, 127 A, 127 B, 127 C, 127 D substituted by the General Rules of April 30, 1891.
130	Application to enforce Account .	Annulled and new r. 130 A substituted by the General Rules of April 30, 1891. 130 A paragraph (a) annulled by the Companies Winding-up Rules, 1892.

3. COMPANY--WINDING-UP--continued.

Reference to the Number of each of the Rules of 1890.	Subject-Matter of Order.	Reference to the amending Rules.
132	Application for payment out by Liquidator	New r. 132 A added by the General Rules of April 30, 1891.
145	Register and File of Proceedings	Annulled by the Companies Winding-up Rules, 1892.
Forms. 1	General Title (High Court)	Annulled and new Form 1 substituted by the Companies Winding-up Rules, 1892.
15, 16, 17, 19	Procedure on hearing of Petitions	New Forms 15 A, 16, 16 A, 17 A, 19 B added by the Companies Winding-up Rules, 1892.
33	Statement of Affairs	Part II. annulled and new Form 33 A substituted. Sheet H. annulled and new Form 33 B substituted; sheet M. annulled and new Form 33 C substituted by the Companies Winding-up Rules, 1892.
55	Advertisement of Meeting of Committee of Inspection	Annulled and new Form 55 substituted by Board of Trade Notice of Jan. 31, 1894.
58	Summons (General)	Annulled and new Form 58 substituted by the Companies Winding-up Rules, 1892.
66	Proof Debt	Annulled and new Form 66 substituted by the Companies Winding-up Rules, 1892.
73	General Proxy	Annulled and new Form 73 substituted by Board of Trade Notice of Jan. 8, 1892.
75	Liquidator's Statement of Account	Annulled by the General Rules of April 30, 1891, new Form 75 substituted by Board of Trade Notice of Jan. 8, 1892. New Forms 75 A, 75 B, 75 C, 75 D added by the General Rules of April 30, 1891.
77	Affidavit verifying Liquidator's Account	Annulled and new Form 77 substituted by Board of Trade Notice of June 26, 1895.

B. Fees and Stamps.

Order dated Dec. 17, 1891, made by the Ld. Chanc. with the concurrence of the Treas. as to Fees under the Companies (Winding-up) Act, 1890. W. N. [1892] (Appx. of O. & R.) p. 1; St. R. & O. 1891, pp. 56, 60.

Order made by the Ld. Chanc., June 24, 1892, and approved by Treas., June 25, 1892, as to

reduction of fees under Order of Dec. 17, 1891, where liquidation takes place only partly in England. W. N. [1892] (Appx. of O. & R.) p. 28; St. R. & O. 1892, p. 66.

Order made by the Ld. Chanc. Aug. 24, 1893, and approved by Treas. Aug. 31, 1893, sanctioning a reduction in the Fees Order of Dec. 17, 1891. W. N. [1893] (Appx. of O. & R.) p. 4; St. R. & O. 1893, p. 52.

4. COUNTY COURT.**A. General Rules.**

"The County Court Rules, 1892," dated Feb. 5, 1892. St. R. & O. 1892, p. 108.

"The County Court Rules, July, 1892," dated Aug. 5, 1892. W. N. [1892] (Appx. of O. & R.) p. 34; St. R. & O. 1892, p. 163.

[Note.—The following Table shows the extent to which the Rules issued during the six years, 1890—5, affect the County Court Rules, 1889.

4. COUNTY COURT—continued.

Rules dated Feb. 25, 1895, as to proceedings in Appeals under s. 10 of the Finance Act, 1894. [1895] W. N. (Appx. of O. & R.) p. 3; St. R. & O. 1895, No. 111, L. 6. Price 1d.

The County Court Rules, 1895, dated Ap. 8, 1895. [1895] W. N. (Appx. of O. & R.) pp. 4-21; St. R. & O., 1895, No. 206, L. 10. Price 3d.

Reference to the Number of each of the Rules of 1889.	Subject-Matter of Order.	Reference to the amending Rules.
Order II.	Officers	Rule 10 annulled and new r. 10 A substituted; new r. 21 A added; r. 23 annulled and new r. 23 A substituted; new r. 25 A added; and r. 26 annulled and new r. 26 A substituted by the County Court Rules, 1892. Rule 32 annulled and new r. 32 A substituted by the County Court Rules, 1895.
Order III.	Parties	Rules 13, 14, 15, 16 annulled and new rr. 13 A, 14 A, 16 A substituted by the County Court Rules, 1892.
Order V.	Commencement of an Action	Rules 4, 9 annulled and new rr. 4 A, 9 A substituted by the County Court Rules, 1892. Rule 1 annulled and new r. 1 A substituted by the County Court Rules, July, 1892. Rules 9 B, 9 C, 9 D added by the County Court Rules, 1895.
Order VI.	Particulars and Statement of Claim	Rules 1, 10 annulled and new rr. 1, 10 substituted by the County Court Rules, 1892.
Order VII.	Plaint Note and Summons	Rules 3, 9, 12, 13, 25, 28, 31, 33 annulled and new rr. 8 A, 9 A, 9 B, 9 C, 12 A, 13 A, 25 A, 33 A substituted by the County Court Rules, 1892. Rule 31 A annulled and new r. 31 substituted by the County Court Rules, July, 1892. New r. 29 B added by the County Court Rules, 1895.
Order IX.	Discontinuance, &c.	New r. 22 added by the County Court Rules, 1892. Rule 16 annulled and new r. 16 A substituted by the County Court Rules, July, 1892. New r. 2 A added by the County Court Rules, 1895.
Order X.	Special Defences	Rule 18 annulled and new r. 18 A substituted, and rr. 23, 24 annulled by the County Court Rules, 1892. Rule 14 annulled and rule 14 A substituted by the County Court Rules, 1895.
Order XII.	Interlocutory and Orders, &c.	Rule 11 annulled and new r. 11 A substituted by the County Court Rules, 1892. Rule 5 and sub-division (1) of r. 11 A annulled, and new r. 5 and sub-division (1) of r. 11 A substituted by the County Court Rules, July, 1892.
Order XIV.	Amendment	Rule 13 A added by the County Court Rules, 1895.

4. COUNTY COURT—continued.

Reference to the Number of each of the Rules of 1889.	Subject-Matter of Order.	Reference to the amending Rules.
Order XVI.	Discovery and Inspection	Rule 2 A added by the County Court Rules, 1895.
Order XIX.	Affidavits	Rule 2 annulled and new r. 2 A substituted by the County Court Rules, 1892.
Order XXIII.	Judgments and Orders	Rules 6, 8, 9 annulled and new rr. 6 A, 8 A, 9 A substituted by the County Court Rules, 1892. Rule 1 A added by the County Court Rules, 1895.
Order XXV.	Enforcement of Judgments, &c. . .	Rule 3 annulled and new r. 3 A substituted; new rr. 8 A, 8 B added; rr. 9, 10 annulled and new rr. 9 A, 10 A substituted; new rr. 12 A, 12 C, 12 D added; rr. 14, 20, 32 annulled and new rr. 14 A, 20 A, 32 A substituted; new r. 38 B added; rr. 40, 41, 42 annulled and new rr. 40 A, 40 B, 41 A, 42 A, 42 B substituted; new r. 52 added by the County Court Rules, 1892. Rule 14 B added by the County Court Rules, July, 1892. Rule 12 B annulled and new r. 12 B B substituted; r. 38 A annulled and new r. 38 A A substituted; r. 38 B amended; new r. 38 C added; r. 39 annulled and new r. 39 A substituted by the County Court Rules, 1895.
Order XXVI.	Attachment of Debts	Order xxvi. annulled and new O. xxvi. A substituted by the County Court Rules, 1892.
Order XXVII.	Interpleader	Rules 4, 12 annulled and new rr. 4 A, 12 A substituted by the County Court Rules, 1892. Rules 1 A, 12 B, 12 C added by the County Court Rules, 1895.
Order XXXI.	New Trial.	Rule 1 annulled and new r. 1 A substituted by the County Court Rules, 1892.
Order XXXIII.	Remitted Actions	Rule 10 annulled and new rr. 10 A, 10 B substituted by the County Court Rules, July, 1892. New rr. 9 A, 9 B, 10 C added by the County Court Rules, 1895.
Order XXXV.	Bills of Exchange	Rule 4 added by the County Court Rules, 1892.
Order XXXVIII. A	Appeals under Finance Act, 1894	New Order added by the County Court Rules (Finance Act), 1895.
Order XXXVIII. B	Election matters	New Order added by the County Court Rules, 1895.
Order XXXIX.	Admiralty Actions	Annulled and new Order xxxix. B substituted by the County Court Rules, 1892. Rule 8 of Order xxxix. B annulled and new rr. 8 A, 8 B substituted by the County Court Rules, 1895.
Order XL.	Agricultural Holdings	Rule 7 annulled and new r. 7 A substituted by the County Court Rules, 1895.

4. COUNTY COURT—continued.

Reference to the Number of each of the Rules of 1889.	Subject-Matter of Order.	Reference to the amending Rules.
Order XLI. } Order XLII. }	Winding-up	Order XLII. cancelled and new r. Order XLII., r. 9, substituted by the County Court Rules, 1892.
Order XLII. A	Brine Pumping	New Order added by the County Court Rules, 1892.
Order XLII. B	Lunacy	New Order added by the County Court Rules, 1892.
Order XLIV.	Employers' Liability	Rule 16 annulled and new r. 16 A substituted by the County Court Rules, 1892.
Order XLVIII. A	Charitable Trusts Recovery	New Order added by the County Court Rules July, 1892.
Order L. } Order L. A }	Costs	Order L. annulled and new Order L. A substituted by the County Court Rules, 1892. Rules 6 A, 9 A added to Order L. A by the County Court Rules, 1895.
Order L. B	Fines, Committal for Contempt, &c.	New Order added by the County Court Rules, 1895.
Order LI.	General Provisions	Rules 2, 10 annulled and new rr. 2 A, 10 A substituted by the County Court Rules, 1892.
Order LII.	Interpretation	Definition of "ordinary summons" annulled and definition substituted by the County Court Rules, 1892.
Forms. 12	Notice of Non-service of Summons	Annulled and new Form 12 A substituted by the County Court Rules, 1892.
14, 14 A, 14 B, 15, 15 A	Affidavits for leave to issue Summons out of Jurisdiction, and of Debt	Annulled and new Forms 14 AA, 14 BB, 14 C, 14 D, 14 E substituted by the County Court Rules, 1895.
16, 17	Default Summons, and Particulars	Annulled and new Forms 16 A, 17 A, 17 B substituted by the County Court Rules, 1892.
38	Notice to Plaintiff of Payment into Court	Annulled and new Form 38 A substituted by the County Court Rules, 1892.
50	Judgment Summons	Annulled and new Form 50 B substituted by the County Court Rules, 1895.
50 A	Memorandum at foot of Judgment Summons	New Form added by the County Court Rules, 1892.
52	Affidavit for Judgment Summons	Annulled and new Form 52 A substituted by the County Court Rules, 1892. New Forms 52 B, 52 C, 52 D added by the County Court Rules, July, 1892.
52	Judgment Summons against firm	New Form 52 E added by the County Court Rules, July, 1892.
83	Order for delivery of Interrogatories	Annulled and new Form 83 A substituted by the County Court Rules, 1895.

4. COUNTY COURT—*continued.*

Reference to the Number of each of the Rules of 1889.	Subject-Matter of Order.	Reference to the amending Rules.
95	Special Defences . . .	New Form 95 A added by the County Court Rules, 1895.
105	Third Party Notice . . .	Annulled and new Form 105 A substituted by the County Court Rules, 1892.
115	Orders to Proceed . . .	Annulled and new Form 115 A substituted, and new Form 115 B added by the County Court Rules, 1892.
145, 145 A, 146, 146 A }	Subpoenas . . .	Annulled and new Forms 145 B, 146 B substituted by the County Court Rules, 1895.
148, 149	Fines on Witnesses . . .	Annulled and new Forms 148 A, 149 A, 149 B, 149 C substituted by the County Court Rules, 1895.
155, 156, 157	Garnishee Proceedings . . .	Annulled and new Forms 155 A, 156 A, 157 A substituted by the County Court Rules, 1892.
169 A	Notice of Application for sale of Goods . . .	Form 169 annulled and new Form added by the County Court Rules, 1892.
170	Notice of Levy . . .	Annulled and new Form 170 A substituted by the County Court Rules, 1895.
177	Assaults on Bailiffs and neglect, &c., of Bailiffs . . .	Amended and new rr. 177 A, 177 B, 177 C, 177 D, 177 E, 177 F, 177 G, 177 H, 177 I added by the County Court Rules, 1895.
179	Notice to Claimant to make Deposit, &c. . .	New Form 179 A added by the County Court Rules, 1895.
182-192 } 196, 197 }	Interpleader Summons and Orders	Annulled and new Forms 182 A, 183 A, 184 A, 185 A, 186 A, 187 A, 188 A, 189 A, 190 A, 191 A, 192 A, 196 A, 197 A substituted by the County Court Rules, 1895.
199	Warrant of Execution against goods of Claimant . . .	Annulled and new Order 199 A substituted by the County Court Rules, 1895.
292	Notice under O. xxv., r. 40 A . .	Annulled and new Form 292 A substituted by the County Court Rules, 1892.
294, 295	Committal . . .	Annulled and new Form 294 A substituted by the County Court Rules, 1892.
297	Order and Committal for Insult, &c. . .	Annulled and new Forms 297 A, 297 B, 297 C substituted by the County Court Rules, 1895.
311	Notice under Agricultural Holdings Act . . .	Annulled and new Form 311 A substituted by the County Court Rules, 1892.
312	Appointment of Referee . . .	New Form 312 A added by the County Court Rules, 1895.
319, 320	Summons in Admiralty Action . .	Annulled and new Forms 319 A, 320 A substituted by the County Court Rules, 1895.
322	Admiralty Forms . . .	New Forms 322 A, 322 B, 322 C, 322 D, 322 E, 322 F added by the County Court Rules, 1892.

4. COUNTY COURT—continued.

Reference to the Number of each of the Rules of 1889.	Subject-Matter of Order.	Reference to the amending Rules.
352-357	Forms as to taxation of Returning Officer's Charges	New Forms added by the County Court Rules, 1895.
Scale of Costs.		Annulled and new scale substituted by the County Court Rules, 1892. Item 92 amended by the County Court Rules, 1895.

B. Fees and Stamps.

Treas. Order, dated Nov. 22, 1891, varying the Order of Jan. 1889, as to High Bailiff's fee for default Summons. W. N. [1894] (Appx. of O. & R.) p. 6; Lond. Gaz. Dec. 18, 1894, p. 7455.

5. CRIMINAL LAW (EXPENSES OF WITNESSES, &c.).

Regs. made by the Secy. of State, dated Feb. 27, 1895, under the Crim. Justice Administration Act, 1851, altering the regs. as to costs and expenses in criminal prosecutions. St. R. & O. [1895] No. 108. L. 5. Price ¼d.

Regs. made by the Secy. of State dated Dec. 21, 1895, under the Crim. Justice Administration Act, 1851. St. R. & O. [1895] No. 585. Price ¼d.

6. DEEDS OF ARRANGEMENT.

The Deeds of Arrangement Rules, 1890, dated Nov. 26, 1890. W. N. Dec. 13, 1890; St. R. & O. 1890, pp. 342-349.

Order dated Dec. 18, 1890, as to Fees under the Bankruptcy Acts, Table F. St. R. & O. 1890, p. 75.

Rules, dated May 4, 1891. St. R. & O. 1891, p. 103.

7. DISTRESS.

Rules dated Nov. 29, 1895, under the Law of Distress (Amdt.) Act, 1895. W. N. [1896] (Appx. of O. & R.) p. 35; St. R. & O. [1895] No. 565. L. 81.

8. ECCLESIASTICAL COURTS.

The Clergy Discipline Rules, 1892, dated Sep. 1892. St. R. & O. 1892, p. 258.

Additional Rule dated Feb. 18, 1893, amending Rule 22 of Clergy Discipline Rules, 1892. St. R. & O. 1893, p. 78.

Scale of Fees and Costs dated March 25, 1893, under the Clergy Discipline Act, 1892. St. R. & O. 1893, p. 304.

Order of the Privy Council dated Dec. 10, 1895, approving table of Ecclesiastical Fees and Payments. St. R. & O. [1895] No. 580.

9. INFERIOR COURTS.**(a) Bristol Court of Tolsey.**

Rules approved by the Rule Committee of the Judges, May 7, 1890, applying the County Court Rules and Forms as to Committal of Judgment Debtors of the Tolsey Court of Bristol.

9. INFERIOR COURTS—continued.**(b) London Mayor's Court.**

"The London Mayor's Court Rules, 1892," dated May 27, 1892. St. R. & O. 1892, p. 498; W. N. 1892 (Appx. of O. & R.), pp. 22-28.

O. in C. June 28, 1892, applying s. 23 of the Partnership Act, 1890, to the Mayor's Court of London. St. R. & O. 1892, p. 520.

O. in C. June 28, 1892, applying the whole of the Arbitration Act, 1889, except s. 17, to the Mayor's Court of London. St. R. & O. 1892, p. 518.

(c) Oxford Vice-Chancellor's Court.

Rules of the Vice-Chancellor's Court of the University of Oxford, dated Mar. 21, 1892, made by the Vice-Chancellor with the approval of the Rule Committee of the Supreme Court. St. R. & O. 1892, p. 521.

O. in C. dated Aug. 23, 1894, applying the enactments and rules of the Supreme Court relating to appeals from County Courts to this Court. W. N. [1894] (Appx. of O. & R.) p. 5; St. R. & O. 1894, p. 212.

(d) Salford Hundred Court.

O. in C. dated March 15, 1823, excluding jurisdiction of Salford Hundred Court in all cases not exceeding £5 within Heywood Borough in which the County Court has jurisdiction. St. R. & O. 1893, p. 417.

O. in C. dated March 15, 1893, excluding jurisdiction of Salford Hundred Court in all cases not exceeding £5 within Rochdale Borough in which the County Court has jurisdiction. St. R. & O. 1893, p. 419.

10. LANCASTER CHANCERY COURT.

"The Chancery of Lancashire Rules, 1894," dated Dec. 10, 1894, amending the General Rules of 1884. St. R. & O. 1894, pp. 191-204.

11. LAND REGISTRATION.**(a) Land Registry.**

General Order dated Nov. 23, 1891, made by the Registrar with the sanction of the Ld. Chanc. as to Stamp duty on Affidavits and Statutory Declarations. St. R. & O. 1891, p. 331.

General Order dated Nov. 23, 1891, made by the Ld. Chanc. under the Land Transfer Act, 1875. St. R. & O. 1891, p. 331.

11. LAND REGISTRATION—continued.

General Order dated Aug. 8, 1892, made by the Registrar with the sanction of the Ld. Chanc. as to ad valorem fees on registration of Caveats or Restrictions. St. R. & O. 1892, p. 965.

Rules dated Aug. 9, 1892, *The Land Registry (Small Holdings) Rules*, 1892. W. N. [1892] (Appx. of O. & R.), p. 29; St. R. & O. 1892, p. 540.

Order as to fees, dated Aug. 15, 1892, under *Land Transfers Act*, 1875, and *Small Holdings Act*, 1892. W. N. [1892] (Appx. of O. & R.) p. 33; St. R. & O. 1892, p. 550.

Suggestions, dated Aug. 1892, for facilitating applications for registration under the *Small Holdings Act*. W. N. [1892] (Appx. of O. & R.) p. 33.

(b) Middlesex Registry.

Rules, dated Feb. 8, 1892, made by the Ld. Chanc. under the *Land Registry (Middlesex Deeds) Act*, 1891 (54 & 55 Vict. c. 64). These rules are in substitution for all rules subsisting before Aug. 5, 1891. W. N. [1892] (Appx. of O. & R.) p. 4; St. R. & O. 1892, p. 638.

Instruction, dated April 19, 1892, altering Note to Form 1 in above rules. St. R. & O. 1892, p. 645; W. N. [1892] (Appx. of O. & R.) p. 21.

Regs. dated March 24, 1892, as to registration of deeds, fees, and opening department to the public. St. R. & O. 1892; W. N. [1892] (Appx. of O. & R.) p. 15.

Fee Order dated Feb. 11, 1892, under the *Land Registry (Middlesex Deeds) Act*, 1891. St. R. & O. 1892, p. 644.

Treas. Order dated April 27, 1892, as to payment of these fees by stamps. St. R. & O. 1892, p. 645.

12. LONDON (COUNTY OF) QUARTER SESSIONS.

(a) Sessions.

Order of the Home Secretary, dated March 24, 1892, approving scheme for regulating the holding of Quarter Sessions for the County of London, as provided by s. 42 (7) of the *Local Government Act*, 1888. St. R. & O. 1892, 587.

(b) Valuation.

Order made March 31, 1890, by the Chairman of Quarter Sessions of the County of London, and approved April 16, 1890, by the Secretary of State, regulating the proceedings on Appeals under the *Valuation (Metropolis) Act*, 1869, and determining the Recognizances to be entered into by Appellants. St. R. & O. 1893, p. 819.

Table of Fees to be paid to Clerks of Special Sessions made March 31, 1890, by the Chairman of Quarter Sessions of the County of London under the *Valuation (Metropolis) Act*, 1869, and approved April 16, 1890, by the Secretary of State. St. R. & O. 1893, p. 822.

Table of Fees to be paid to the Clerk of the Court, made March 31, 1890, by the Chairman of Quarter Sessions of the County of London under the *Valuation (Metropolis) Act*, 1869, and approved April 16, 1890, by the Secretary of State. St. R. & O. 1893, p. 823.

13. LUNACY.

(a) Rules in Lunacy.

The Rules in Lunacy, 1892, dated Feb. 6, 1892.

13. LUNACY—continued.

These Rules came into operation on March 1, 1892. W. N. [1892] (Appx. of O. & R.) p. 7; St. R. & O. 1892, pp. 594-620.

"*The Rules in Lunacy*, 1893," dated June 15, 1893. W. N. [1893] (Appx. of O. & R.) p. 3; St. R. & O. 1893, p. 433.

(b) Fees and Stamps.

Order dated Aug. 11, 1892, as to the taking of fees by stamps under s. 148 of the *Lunacy Act*, 1890. W. N. [1892] (Appx. of O. & R.) p. 36; St. R. & O. 1892, p. 630.

14. PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

O. in C. dated Mar. 8, 1895 ("The Registration O. 1895") prescribing new instructions, precepts, notices and forms under the *Registration of Electors Acts*. St. R. & O. [1895] No. 140. L. 8. Price 4d.

15. PROBATE.

Rules dated Dec. 7, 1892, under the *Colonial Probates Act*, 1892. W. N. [1893] (Appx. of O. & R.), p. 1; St. R. & O. 1892, p. 808.

Additional Rule and Order dated Aug. 1, 1894, for the Registrars of the Principal and District Probate Registries with regard to Non-contentious Business. W. N. [1894] (Appx. O. & R.), p. 6; St. R. & O. 1894, p. 426.

16. SAILING RULES.

(a) Regulations for Preventing Collisions at Sea.

O. in C. dated Aug. 18, 1892, modifying the regs. of Aug. 11, 1884 (Published in L. R. 9 P. D. 247-256), for preventing collisions at sea. St. R. & O. 1892.

[The Rules of 1884 are published in Law Rep. 9 P. D. pp. 247-256.]

O. in C. dated Jan. 30, 1893, making an addition to Art. 3 of the *Sailing Rules* of Aug. 11, 1884. Law Rep. [1893] p. 343; St. R. & O. 1893, 447.*

(b) Local Rules.

(i.) Avon River.

1892, Aug. 25. O. in C. approving Rules. St. R. & O. 1892, p. 634.

(ii.) Clyde River and Harbour of Glasgow.

1891, Feb. 23. O. in C. approving Rules. St. R. & O. 1891, p. 568.

(iii.) Humber, Trent, and Ouse Rivers.

1890, Feb. 8. O. in C. approving Rules to be read in connection with those of March 7, 1887. St. R. & O. pp. 858-861.

(iv.) Mersey River.

1892, May 9. O. in C. approving Rules. St. R. & O. 1892, p. 638.

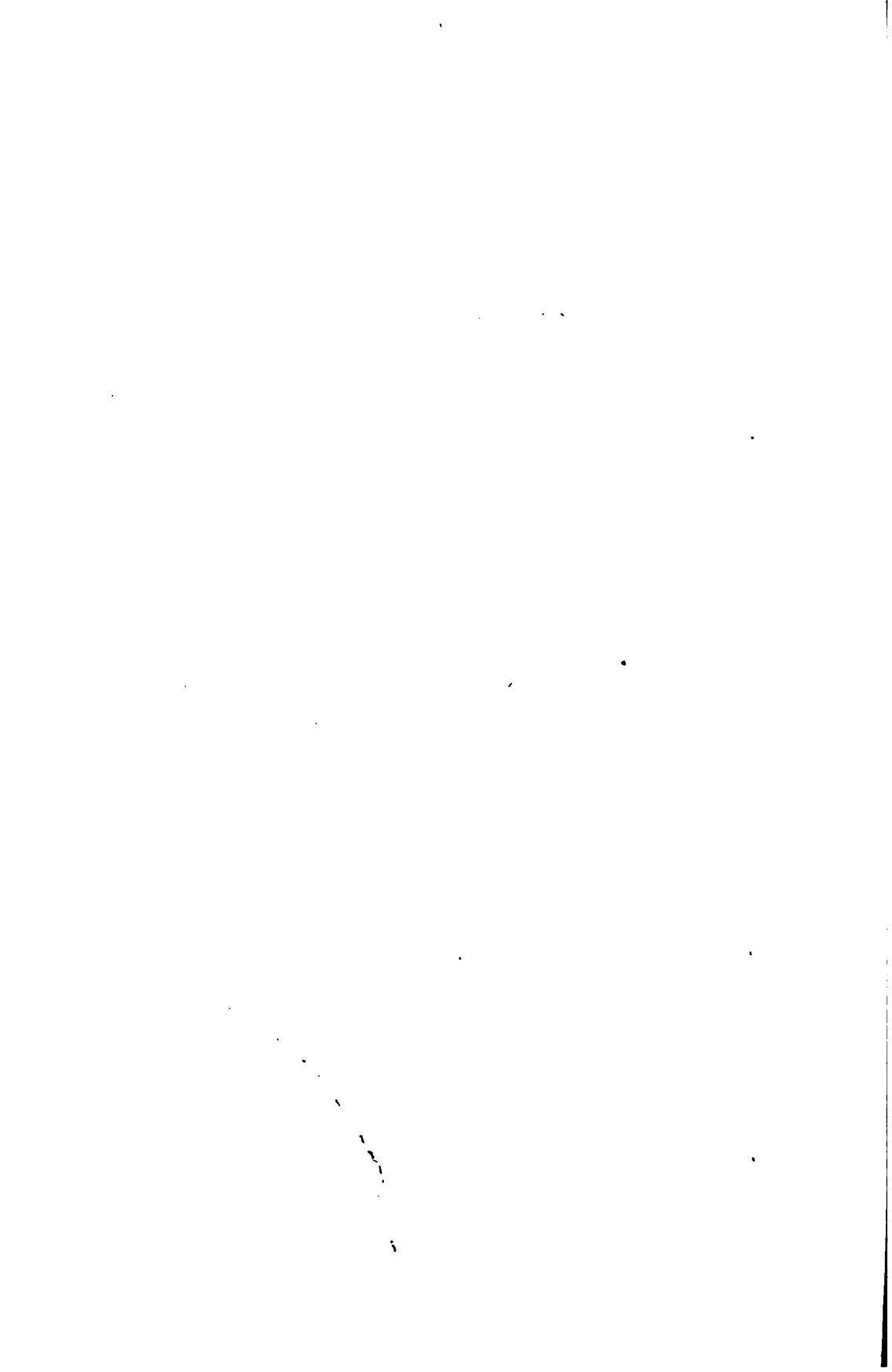
1895, Aug. 13. O. in C. approving Rules as to Dredgers. St. R. & O. [1895] No. 387.

(v.) Pembroke Dockyard Port.

1891, Sept. 6. O. in C. making Rules. St. R. & O. 1891, p. 135.

* The O. in C. of Jan. 30, 1893, was annulled by O. in C. Feb. 8, 1896. St. R. & O. 1896, No. 31. Price 1d.

16. SAILING RULES—continued.(vi.) *Plymouth Dockyard Port.*1890, Aug. 15. *O. in C. making Rules.* St.
R. & O. 1890, pp. 498-503.1893, Aug. 26. *O. in C. making Rules.* St.
R. & O. 1893, p. 72.1894, Dec. 12. *O. in C. making Rules.* St.
R. & O. [1894] No. 571.(vii.) *Portsmouth Dockyard Port.*1890, Nov. 22. *O. in C. making Rules.* St.
R. & O. 1890, pp. 501-510.1894, Dec. 12. *O. in C. making Rules.* St.
R. & O. [1894] No. 572.(viii.) *Thames River.*1892, Aug. 5. *O. in C. approving new Bye-law (No. 7) as to Lights to be carried.* St. R. & O. [1892] p. 924.**17. SHIPPING CASUALTIES.***The Shipping Casualties Rules, 1895, dated Mar. 7, 1895. St. R. & O. [1895] No. 112. L. 7. Price 1d.***18. SUMMARY PROCEEDINGS.***Rule dated Nov. 5, 1895 ("The Summary Jurisdiction Rule, 1895"), under the Summary Jurisdiction Acts, prescribing Forms under the Reformatory and Industrial Schools Acts. W. N. Oct. 24, 1891 (Appx. of O. & R.) p. 14. St. R. & O. [1895] No. 423, L. 24.***19. TITHES.***Rules under the Tithe Act, 1891 ("The Tithe Rent-charge Rules, 1891"), dated April 16, 1891. St. R. & O. 1891, pp. 1194-1223.*



THE LAW REPORTS.

DIGEST OF CASES,

1891—1895.

(1)

ABANDONMENT.

- of Easement.
See EASEMENT. 1.
- of Railway undertaking.
See PARLIAMENT—DEPOSITS AND BONDS.
- of Ship as constructive total loss.
See INSURANCE, MARINE. 1.
- of Tramway.
See TRAMWAY COMPANY. 7.
- of Voyage.
See SHIP—BILL OF LADING—EXCEPTED PERILS. 2.

ABATEMENT.

- of Legacies.
See WILL—ADEMPTION. 1.
- of Nuisance.
See NUISANCE—REMEDIES. 1, 2.
- Pleading in abatement.
See PRACTICE—PARTIES—ABATEMENT.

ABERDEEN.

See SHIP—PILOTAGE—BYE-LAWS.

ABETTOR.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 1, 3.

ABLUTION.

- Communion service—Illegality.
See ECCLESIASTICAL LAW—RITUAL. 1.

"ABSENTING HIMSELF."

- Debtor.
See BANKRUPTCY—ACT OF BANKRUPTCY—Debtor Absenting Himself.

ABSOLUTE GIFT.

See WILL—ABSOLUTE GIFT.

ABSOLUTE INTEREST.

See MARRIED WOMAN—PROPERTY—Generally. 1.

ABSTRACT.

- of Title.
See VENDOR AND PURCHASER—RESCISSION. 1; TITLE. 9.

ABUSE OF PROCESS.

See COMPANY—WINDING-UP—PETITION AND ORDER. 1.

(2)

ACCEPTANCE.

- of Bill of Exchange.
See BILL OF EXCHANGE. 1, 15.
- of Contract.
See CONTRACT—FORMATION. 2, 3.
- of Goods.
See GOODS. 1, 2.

ACCIDENT.

- Insurance.
See INSURANCE, ACCIDENT.
- Railway.
See RAILWAY—ACCIDENT.
- Shooting—Liability.
See TRESPASS TO PERSON.

ACCOMMODATION WORKS.

- of Railway.
See JAMAICA—LAW OF JAMAICA. 2.
RAILWAY—WORKS. 1, 2; SPECIFIC PERFORMANCE. 4.

ACCOMPLICE.

- See* EXTRADITION. 2.
- Evidence of.
See CRIMINAL LAW—EVIDENCE. 1.

ACCORD AND SATISFACTION.

See INSURANCE, SECURITIES.

ACCOUNT.

- Banking account.
See BANKER—ACCOUNT.
- Re-opening settled account.
See SOLICITOR—BILL OF COSTS—General. 18.
- Right to account.
See PARTNERSHIP—ACCOUNTS.

ACCOUNT DUTY.

See DEATH DUTIES—ACCOUNT DUTY.

ACCOUNTANT.

Charges.

- Proof for in Company winding-up.
See COMPANY—WINDING-UP—Proof. 7.
- for Statement of Affairs.
See BANKRUPTCY—ACT OF BANKRUPTCY—Circular to Creditors. 3.

ACCOUNTS.— *Banking.*See **BANKER—Account.**— *Charity.*See **CHARITY—MANAGEMENT.**— *Partnership.*See **PARTNERSHIP—Accounts.**— *Solicitors'.*See **SOLICITOR—BILL OF COSTS.**

— *of Trading company.*] Principles on which the accounts of a trading co. should be kept stated in **LUBBOCK v. BRITISH BANK OF SOUTH AMERICA** - - **Chitty J. [1892] 2 Ch. 198**

— *of Trustee.*See **TRUSTEE—DUTIES AND LIABILITIES—Accounts.****ACCOUNTS AND INQUIRIES.**

— Official Referee's report on.

See **PRACTICE—REFERENCE—Official Referee. 5.****ACCRUER OF RIGHT OF ACTION.**See **BILL OF EXCHANGE. 4.****ACCUMULATIONS.**

By the *Accumulations Act, 1892* (55 & 56 Vict. c. 58), accumulations for the purchase of land were restrained.

— for Infant—Capital or income.

See **INFANT—Maintenance. 1.**

— by Will.

See **WILL—ACCUMULATIONS.****ACKNOWLEDGMENT.**

— by Married Woman.

See **MARRIED WOMAN—PROPERTY—Generally. 5.**

— Statute of Limitations.

See **LIMITATIONS, STATUTE OF. 2, 3, 4.****ACQUIESCENCE.**

— Jactitation of marriage.

See **DIVORCE—Jactitation of Marriage.**

— in Jurisdiction.

See **PROHIBITION. 3.****ACT OF BANKRUPTCY.**See **BANKRUPTCY—ACT OF BANKRUPTCY.****ACTION.***Unauthorized Action, col. 3.**Where Action will lie, col. 4.**Limitation of Time for Bringing.*See **LIMITATIONS, STATUTE OF.***Notice of Cause of.*See **LONDON COUNTY—AUTHORITIES—Vestries. 1.***Right of.*— *Enforcing foreign judgment.*See **CONFLICT OF LAWS. 6.***Unauthorized Action.*

Repudiation.] In this case **North J. held** that after the plff. had repudiated the action to the deft. he could not adopt it. **SWAN v. MELLE**

[**North J. [1892] W. N. 106**

On appeal the C. A. held on the facts that authority for the action was given before issue of writ, and that the question whether after repudiation there could be an adoption of the action did not arise - - **C. A. [1892] W. N. 128**

ACTION—continued.*Where Action will lie.*

1. — *Malicious Act.*] (A) A right of action cannot be extended by alleging malice where without malice there would be no cause of action. **CHAFFERS v. GOLDEMDID**

[**Per Wills J. [1894] 1 Q. B. 186, at p. 191**

(B) No use of property which would be legal if due to a proper motive can become illegal if it is prompted by a motive which is improper or even malicious. **CORPORATION OF BRADFORD v. PICKLES** - - **H. L. (E.) [1895] A. C. 587**

2. — *Maliciously arresting ship.*] *Seem*, an action will lie at common law for malicious arrest of a ship by Admiralty process. **THE "WALTER D. WALLET"** - **Jeune Pres. [1893] P. 202**

3. — *Maliciously inducing discharge of servant—Inducing to abstain from employing.*] An action will lie against a person who maliciously induces a master to discharge a servant from his employment if injury ensues thereby to the servant, though the discharge by the master does not constitute a breach of the contract of employment. An action will also lie for maliciously inducing a person to abstain from entering into a contract to employ another, if injury ensues thereby to that other. **FLOOD v. JACKSON**

[**C. A. [1895] 2 Q. B. 21**

— *Scottish law—Competency of second action for same injury.*

See **SCOTTISH LAW—Negligence. 1.****ACTION IN REM.**See **SHIP—ADMIRALTY PRACTICE—Action in Rem.****ACTOR.**

— Contract to act with a company for a certain period.

See **PRACTICE—INJUNCTION. 4.****ADOPTION.**— *Sale—Mistake.*See **VENDOR AND PURCHASER—Title. 1.****ADDRESS.**

— in Bill of Sale of Grantor, Grantee and Witnesses.

See **BILL OF SALE—STATUTORY FORM—Address, &c.**

— of Creditor issuing bankruptcy notice.

See **BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice. 1.****ADEMPTION.**See **WILL—ADEMPTION.****"ADJOINING OWNER."**

— right to soil of Highway.

See **HIGHWAY—Property in Highway. 1.**

— under Metropolitan Building Act.

See **LONDON COUNTY—BUILDINGS. 1, 16.****ADJUDICATION.**

— Bankruptcy.

See **BANKRUPTCY—ADJUDICATION.****ADJUSTMENT.**

— of Average.

See **INSURANCE, MARINE. 16, 17.****ADMINISTRATION.**

— of Bankrupt Estates.

See **BANKRUPTCY, passim.**

ADMINISTRATION—continued.

— of estates in Chancery.

See ADMINISTRATION BY THE CHANCERY DIVISION.

— of Charities.

See CHARITY—MANAGEMENT.

— by Executors and Administrators.

See EXECUTOR—*passim*.— Exoneration of real estate—Locke King's Act
—“Contrary intention.”*See* WILL—EXONERATION.

— Grant of Letters of.

See PROBATE—GRANT OF ADMINISTRATION.

— of Lunatic's Estate.

See LUNATIC—Property.**ADMINISTRATION (AND PROBATE).***See* PROBATE (AND ADMINISTRATION).**ADMINISTRATION BY THE CHANCERY DIVISION.**

1. — *Blended funds—Interest on moneys paid out of one Court fund in aid of another.*] An annuity charged on fund No. 1 abated each year when the income of that fund fell beneath a certain amount. In the course of administration obligations on fund No. 1 were paid out of the capital of another fund:—*Held*, that interest at 4 per cent. should be allowed out of the income of fund No. 1 on the amount for the time being owing to fund No. 2. *SYER v. GLADSTONE* - North J. [1899] W. N. 178

2. — *Certificate of debts—Scottish judgment.*] A claimant against an estate obtained a Scottish judgment, and registered it in England under the Judgments Extension Act, 1868, and also claimed in the administration. The chief clerk by his final certificate excluded the claim as barred by the Statute of Limitations:—*Held*, by North J., that the claim was barred by the certificate, and injunction continued restraining the claimant from enforcing his judgment:—*Held*, by C. A., that the claimant was, under the Act of 1868, in the same position as if on the day of registration he had obtained judgment for the amount in an English Court, and was entitled to prove in the administration. Order varied by restraining the claimant from enforcing the judgment, but admitting him as a creditor in the administration action for the amount of his judgment and the costs of registering it. *In re Low*. BLAND v. Low Both Courts [1894] 1 Ch. 147

3. — *Costs—Apportionment of costs—Real and personal estate—“Testamentary expenses.”*] A testatrix provided that in case the proceeds of her real and leasehold property (except certain specified houses being her only realty) should be insufficient to pay her debts, funeral and testamentary expenses and legacies, the deficiency should be payable out of her personal estate. Judgment having been given for the administration of the real and personal estate:—*Held*, on further consideration, that, notwithstanding the direction in the will as to the payment of testamentary expenses, the costs of the action must, so far as they had been increased by the administration of the real estate, be borne by that estate. *In re COPLAND* - North J. [1895] W. N. 187 (1)

ADMINISTRATION BY THE CHANCERY DIVISION—continued.

4. — *Death duties—Stamp and estate duties—Probate duty—Specific legatees.*] The Customs and Inland Revenue Acts, 1881 and 1889, have made no difference in the payment of duty as between specific and general legatees. The principle is the same as with the old probate duty, viz., that the duties fall on the general residuary estate. Therefore the stamp duty under s. 27 of the Act of 1881, and the estate duty under s. 5 of the Act of 1889, are not payable by specific legatees so long as there is any general residue out of which they can be paid. *In re BOURNE. MARTIN v. MARTIN* - Stirling J. [1893] 1 Ch. 188

5. — *Debt owing to estate barred by Statute of Limitations.*] A testator, who had in his lifetime advanced to three of his sons various sums, taking acknowledgments therefor, by his will gave to such sons certain specified freeholds and leaseholds, and also gave them certain shares in his residuary estate. The right of action (if any) in respect of the advances had become barred by the Statute of Limitations:—*Held*, that the three sons ought to bring into account, as against their respective shares of the residue, any sums due by them respectively to the testator at the day of his death, with interest at 4 per cent. from that date:—*Held*, also, that the sons were entitled to the properties specifically given to them, without making good what (if anything) they owed to the testator's estate. *In re AKERMAN. AKERMAN v. AKERMAN* [Kekewich J. [1891] 3 Ch. 212

— *Debt—Scottish judgment on claim statute-barred in England.*
See No. 2, above.

6. — *Debts—Pecuniary legatees—Marshalling.*] A testator bequeathed a pecuniary legacy to his son B. The personal estate was insufficient to pay the legacy in full after payment of debts and funeral and testamentary expenses:—*Held*, that B. was entitled to have the assets marshalled so as to stand in the place of creditors against the real estate so far as the debts, funeral and testamentary expenses had been paid out of the personality. *In re SALT. BROTHWOOD v. KEELING* [Chitty J. [1895] 2 Ch. 203

7. — *Foreign land—Trusts for sale—Devise on trusts void under foreign law.*] Where a testator devises lands situate in a foreign country on trusts void under the foreign law and there is a trust for sale valid under that law, the trustees must hold the proceeds of sale upon the trusts declared by the will. Until sale the proceeds of the unsold land devolve in accordance with the foreign law. *In re PIERCY. WHITWAM v. PIERCY* [North J. [1895] 1 Ch. 83

8. — *Form of judgment—Special inquiries.*] The business of a testator, whose estate was the subject of an administration action had been carried on by the exors. after his death, and creditors of the business so carried on took out an originating summons and asked that special inquiries might be directed. The Court refused the application. *In re BACH. WALKER v. BACH. LLOYD'S BANK v. BACH* [Kekewich J. [1898] W. N. 108

ADMINISTRATION BY THE CHANCERY DIVISION—continued.— *Insolvent Estate—Account current.**See* **BANKER—Account.** 1.

9. — *Insolvent Estate—Claim of widow—Costs—Postponement.* In determining whether the estate of a deceased person is insolvent the costs of administration must be taken into account. By the combined effect of s. 10 of the Judicature Act, 1875, and of s. 3 of the Married Women's Property Act, 1882, the claim of a widow for a debt due from the insolvent estate of her husband is postponed to the claims of the other creditors. *In re* LENO. TARN v. EMMERSON - C. A. [1895] 1 Ch. 652

10. — *Insolvent estate—Executor—Right of retainer.* A died leaving an estate of £4700 and owing to B. his executrix a specialty debt of £1937, as also a simple contract debt of £1146 and owing a specialty debt of £1745 to C., and other simple contract debts amounting to £7854.—*Held*, that B. first took her specialty debt in full, that the balance would then be apportioned in the proportions of £1745 to £9000 (the total amount of simple contract debts), that C. would take the whole amount apportioned to specialty debts, and that B. would retain her simple contract debt in full out of the amount apportioned to simple contract debts, and the remainder would go among the simple contract creditors. *In re* BRIGGS. EARP v. BRIGGS - Chitty J. [1894] W. N. 162

11. — *Jurisdiction—Trustee—Personal profit.* Under an order made on further consideration in an administration action costs were paid to solicitors in the action. They paid over half the profit costs to a solicitor trustee, one of the defendants in the action.—*Held*, that there was no jurisdiction on summons in the action to order the defendant trustee to pay into Court the amount of profit costs paid to him. *In re* THORPE. VIPONT v. RADCLIFFE - North J. [1891] 2 Ch. 360

12. — *Legatees adopting creditor's action.* Where a creditor's action has been brought for the administration of the estate of a testator or intestate, the legatees or next of kin cannot avail themselves of that action for the purpose of obtaining administration and distribution of the surplus of the estate, even though the creditor is willing to give up the conduct of the action through his interest in it having ceased. In such a case the proper course is—as under the old practice—for the legatees or next of kin to commence a fresh action for administration, the proceedings in the creditor's action being stayed. *In re* AINSWORTH. COCKROFT v. SANDERSON [Kekewich J. [1895] W. N. 153 (9)]

13. — *Liability of real estate for payment of debts and legacies—Exoneration of personal estate.* Land belonging to a tenant in tail in possession was delivered in execution under a writ of *elegit*. The judgment debtor died, and gave no direction for exonerating his personal estate from the debt. *Held*, that Locke King's Acts were not applicable, and that the judgment debt was not chargeable on the land in exoneration of the personal estate. *In re* ANTHONY. ANTHONY v. ANTHONY [Kekewich J. [1893] 3 Ch. 498]

14. — *Mortgage debt—"Contrary intention."*

ADMINISTRATION BY THE CHANCERY DIVISION—continued.

A direction to pay out of a specified fund "all and every liability which he (testor.) might have incurred during life or that might remain unpaid at his death" *held* not to exonerate certain realty specifically devised from a mortgage thereon. *In re* HOOPER. ASHFORD v. BROOKS [Kekewich J. [1892] W. N. 151]

15. — *Practice—Payment of sums under £10.* In view of the present facilities for transmitting money through the post office and otherwise, in future no exception will be made in the case of small sums from the general practice, and such sums will not in future be paid to the solicitor of the plaintiffs as formerly. *In re* BELL. BELL v. BELL - Kekewich J. [1894] W. N. 9

— *Representation of next of kin on originating summons.*

See **PRACTICE—PARTIES—Representation.** 2.

— *Retainer.*

See **EXECUTOR—Powers.** 4.

— *Scottish judgment.*

See No. 2, *above*.

16. — *Scottish testator.* A domiciled Scotsman by his will left his whole estate, real and personal, on trust, after paying debts and certain legacies and annuities, &c. for divers charitable institutions, and directed that his affairs should be administered according to the law of S. He left English and Scottish realty, and sufficient personality to satisfy all debts, legacies and annuities, &c. It was conceded that the charitable gifts, so far as payable out of English realty were void. By Scottish law debts, testamentary and funeral expenses, and legacies are a primary charge on moveable or personal estate, and annuities are a primary charge on heritable or real estate.—*Held*, that the Scottish law applied and the annuities must be borne by the English and Scottish realty rateably. *In re* HEWITT. LAWSON v. DUNCAN - Romer J. [1891] 3 Ch. 568

— *Vouching accounts.*

See **PRACTICE—ACCOUNTS.**

ADMINISTRATION, LETTERS OF.

See **PROBATE—GRANT OF ADMINISTRATION.**

ADMINISTRATOR.

See **EXECUTOR (AND ADMINISTRATOR).**

ADMINISTRATOR PENDENTE LITE.

See **PROBATE—GRANT OF ADMINISTRATION—Administration Pendente Lite.**

ADMIRALTY PRACTICE.

— in Supreme Court.

See **SHIP—ADMIRALTY PRACTICE.**

— in County Court.

See **COUNTY COURT—ADMIRALTY PRACTICE.**

— in Liverpool Court of Passage.

See **LIVERPOOL—Court of Passage.**

ADMISSIBILITY OF EVIDENCE.

— in the Supreme Court.

See **PRACTICE—EVIDENCE.**

— in Criminal matters.

See **CRIMINAL LAW—EVIDENCE.**

ADMISSIBILITY OF EVIDENCE—continued.

— of Reports of Chancery visitors.

See LUNATIC—Judicial Inquisition. 8.

ADMISSION.See PRACTICE—PAYMENT INTO COURT—
On Admissions.

— Evidence of.

See PRACTICE—EVIDENCE. 10.

ADMITTANCE.

— to Copyholds.

See COPYHOLD.

ADULTERATION.

Analysis, col. 9.

Article of Food, col. 10.

Fertilizers and Feeding Stuffs, col. 10.

Margarine, Sale of, col. 10.

Milk, Sale of, col. 11.

Procedure before Justices, col. 11.

Seller, col. 11.

Written Warranty, col. 12.

Analysis.

1. — *Certificate—Unauthorized addition.* The certificate of a public analyst of the result of an analysis under the Sale of Food and Drugs Act, 1875, where the case is not one of adulteration, need not set out the parts contained in the sample; it need only state the "result" of the analysis. The "observations" which follow the "result" in the form of certificate given in the sch. to the Act are only to be made in case of adulteration. But if in a case not of adulteration such "observations," amounting only to an expression of opinion and not to a statement of fact, are made, this, though improper, will not necessarily vitiate a conviction. *BAKEWELL v. DAVIS* - Div. Ct. [1894] 1 Q. B. 296

2. — *Certificate—Spirits—Admixture of Water.* The certificate of an analyst declared the result of his analysis to be as follows: "I find that the sample contained an excess of water over and above what is allowed by Act of Parliament. I estimate the excess of water at 18% of the entire sample. I am of opinion that the sample is not a sample of genuine rum."—*Held*, that the certificate ought to have stated the proportion of water mixed with the rum, was insufficient, and that a conviction could not be supported. *NEWBY v. SIMS*

[Div. Ct. [1894] 1 Q. B. 478]

3. — *Sample—Purchase for analysis—Notification to seller.* The requirements of s. 14 of the Food and Drugs Act, 1879, are peremptory and cannot be dispensed with. Therefore, even if the seller admit the offence at the time, notice to him that it is intended to have an analysis made and the making of an analysis are conditions precedent to a prosecution. *SMART & SON v. WATTS*

[Div. Ct. [1895] 1 Q. B. 219]

4. — *Sample—Purchase for analysis—Quantum to be analysed.* An inspector under the Sale of Food and Drugs Acts who takes a sample under s. 3 of the Act of 1875 is not bound to submit for analysis the whole of the sample taken by him. *ROLFE v. THOMPSON* Div. Ct. [1892] 2 Q. B. 196

ADULTERATION—continued.**Article of Food.**

Baking Powder. A sold a baking-powder, composed of 20 per cent. of bicarbonate of soda, 40 per cent. of ground rice, and 40 per cent. of alum, which is injurious to health:—*Held*, that such baking-powder was not an article of food, and that the sale of it so compounded was not an offence, within s. 3 of the Sale of Food and Drugs Act, 1875. *JAMES v. JONES*

[Div. Ct. [1894] 1 Q. B. 304]

— *Intent of seller.*

See below, Sale of Milk. 1.

Fertilizers and Feeding Stuffs.

By the *Fertilizers and Feeding Stuffs Act*, 1893 (56 & 57 Vict. c. 56), provisions were made to prevent adulteration of fertilizers and feeding stuffs.

Regulations ("The Fertilisers and Feeding Stuffs Regulations, 1893"), dated Dec. 23, 1893, were made under the Act by the Bd. of Agriculture. *St. R. & O. 1893, p. 295.*

O. of the Bd. of Agriculture, dated Dec. 20, 1893, prescribing form of certificate of District Analysts under the *Fertilisers and Feeding Stuffs Act*, 1893. *St. R. & O. 1893, p. 299.*

Margarine, Sale of.

1. — *Application of Penalties.* The application of penalties under the *Margarine Act*, 1887, is part of "the proceedings" within s. 12; and in the case of a prosecution by an inspector appointed by a local authority within the Metropolitan Police District the penalties are payable to the inspector, under the incorporated s. 20 of the Sale of Food and Drugs Act, 1875, and not to the Receiver of the Metropolitan Police under s. 47 of the Metropolitan Police Courts Act, 1839. *REG. v. TITTERTON* - Div. Ct. [1895] 2 Q. B. 61

2. — *"Exposed for sale."* (A) A parcel of margarine, when placed in view of the purchaser but wrapped in paper so that the margarine itself is invisible to the purchaser, may be "exposed for sale" within s. 6 of the *Margarine Act*, 1887, so as to require the label prescribed by that section. *WHEAT v. BROWN* - Div. Ct. [1892] 1 Q. B. 418

(B) The respondents were summoned for exposing margarine for sale by retail, without a label marked "Margarine" attached to each parcel, contrary to s. 6. The respondents kept a refreshment-room, in which were posted notices that "Nothing but a mixture of the best Danish butter and margarine is sold at this establishment." Slices of bread, spread with a mixture of Danish butter and margarine, were sold for consumption on the premises, and also haddocks, on which was put margarine cut from a lump kept on a shelf. There were no labels either on the slices or on the lump of margarine:—*Held*, that the margarine had not been exposed for sale by retail, within the meaning of the *Margarine Act*, 1887, s. 6, and therefore no offence had been committed. *MOORE v. PEARCE'S DINING AND REFRESHMENT ROOMS, LD.*

[Div. Ct. [1895] 2 Q. B. 657]

3. — *Sale contrary to Act—Sale in borough—Jurisdiction of county justices—Time for service of*

ADULTERATION—Sale of Margarine—*contd.*

summons—Notification to seller—Condition precedent.] Where the margarine was delivered to the purchaser within a borough, and the summons was not served within 28 days from the time of the purchase:—*Held*, affirming the conviction, that the county justices had jurisdiction, that the summons need not have been served within 28 days from the time of the purchase, and that giving the notification required by the Sale of Food and Drugs Act, 1875, s. 14, was not necessary as a condition precedent to the prosecution. *BUCKLER v. WILSON* Div. Ct. [1895] W. N. 156 (8)

Milk, Sale of.

1. — *Guilty intent.*] The prohibition in s. 9 of the Sale of Food and Drugs Act, 1875, forbidding the sale of any article so altered as to injuriously affect its quality without disclosing the alteration, applies irrespective of the intent with which the alteration is made:—*Held*, that a person selling milk by retail in such a manner that the later customers got milk very deficient in quality was guilty of an offence under the s. *DYKE v. GOWER* Div. Ct. [1892] 1 Q. B. 220

2. — *Milk in course of delivery*—"Place of delivery"—*Analysis.*] The place of delivery in s. 3 of the Sale of Food and Drugs Act, 1879, means the place where the purchaser takes possession of the milk, and not the place whence the purchaser under the contract of sale pays the carriage. *FILSHIE v. EVINGTON* [Div. Ct. [1892] 2 Q. B. 200

3. — *Milk in course of delivery under contract*—*Samples from different vessels.*] A. contracted to supply a workhouse with milk to contain a certain percentage of cream; to be tested on delivery and a reduction to be made in the price in respect of any deficiency in cream; and samples to be taken from each of the cans in which the daily supply was delivered. Samples were taken from five cans under s. 3 of the Sale of Food and Drugs Amendment Act, 1879, and a large deficiency of cream found in two samples:—*Held*, that the procuring of each sample was a separate transaction, and that A. was rightly convicted in a separate penalty in respect of each sample which was deficient in cream:—*Held*, further, that the fact that A.'s contract with the workhouse provided for a reduction in price if the percentage of cream was below a certain amount did not affect the question whether an offence had been committed under the Sale of Food and Drugs Act. *FROITT v. WALSH* [Div. Ct. [1891] 2 Q. B. 304

Procedure before Justices.

Particulars of offences charged—Jurisdiction of justices.] The omission from a summons of the particulars required by s. 10 of the Food and Drugs Act, 1879, does not deprive the justices of jurisdiction; but if the justices are satisfied that the deft. is prejudiced thereby, he is entitled to an adjournment of the hearing. *NEAL v. DEVZENIER* - - Div. Ct. [1894] 1 Q. B. 544

Seller.

Sale by Servant.] A servant of a co who acting as such sold adulterated milk, *held* to be a

ADULTERATION—Seller—*continued.*

"seller" within s. 6 of the Sale of Food and Drugs Act, 1875. *HOTCHIN v. HINDMARSH* [Div. Ct. [1891] 2 Q. B. 181

Written Warranty.

1. — *Delivery of part of goods.]* A manufacturer of lard contracted in writing with W., "We have this day sold to you 3 tons K.'s pure lard for delivery to end of Jan. 1893." On Dec. 23, 1892, a parcel of lard was consigned by K. to W. under the contract. Part of the lard was sold to the appellant, and was on analysis found to be adulterated. An information was laid against W. under the Sale of Food and Drugs Act, 1875:—*Held*, that the contract contained a sufficient warranty of the purity of the lard to satisfy s. 25 of the Act of 1875, and that W. was entitled to be discharged from the prosecution. *LAIDLAW v. WILSON*

[Div. Ct. [1894] 1 Q. B. 74

2. — *Sale by servant—Warranty to master.]* Sect. 25 of the Sale of Food and Drugs Act, 1875, with respect to written warranty does not protect a servant of the person to whom the warranty is given, as he is not a purchaser within the meaning of that section. *HOTCHIN v. HINDMARSH* [Div. Ct. [1891] 2 Q. B. 181

ADULTERY.

See DIVORCE, *passim*.

ADVANCE FREIGHT.

See SHIP—BILL OF LADING—Freight. 1, 2.

ADVANCE RENT.

— Distress.

See LANDLORD AND TENANT—LEASE. 42.

ADVANCEMENT.

— of Legatee.

See WILL—LEGACY. 17.

ADVANCES.

— Abatement of legacies—Mode of calculation.

See WILL—ADEMPTION. 1.

ADVERSE CLAIM.

See VENDOR AND PURCHASER—Contract. 1.

ADVERTISEMENT.

— constituting Trade libel.

See DEFAMATION—LIBEL. 24.

— Contract by.

See CONTRACT—Formation. 1.

— Copyright in arrangement of.

See COPYRIGHT—Book. 1.

— of Notice of meeting of debenture-holders.

See COMPANY—DEBENTURE. 26.

— of Winding-up petition.

See COMPANY—WINDING-UP—PETITION. 2—9.

ADVERTISING STATION.

Poor-rate.] A building contractor who had let a hoarding for advertisements *held* to be in beneficial occupation, and therefore rateable under s. 3 of the Advertising Stations (Rating) Act, 1889. *CHAPELL v. OVERSEERS OF ST. BOTOLPH* - - - [1892] 1 Q. B. 561

ADVOWSON.

See ECCLESIASTICAL LAW—**Advowson**.
SOLICITOR—BILL OF COSTS—**Remuneration Act**. 16.

AFFIDAVIT.

- See COUNTY COURT—**Practice**. 5;
PRACTICE—EVIDENCE. 11—16.
- verifying Cause of Action.
See **PRACTICE—WRIT—Writ specially indorsed**. 2.
- Copy—Duty to produce.
See **PRACTICE—EVIDENCE**. 15.
- Description of deponent—"Gentleman."
See **PRACTICE—EVIDENCE**. 12.
- of Documents.
See **PRACTICE—DISCOVERY—Documents**. 1, 2, 3.
- Form—Foreclosure.
See **MORTGAGE—FORECLOSURE**. 6.
- Garnishee—Sufficiency.
See **PRACTICE—GARNISHEE**. 1.
- Right to inspect Exhibits.
See **PRACTICE—EVIDENCE**. 13.
- Sealing.
See **COMPANY—WINDING-UP—PETITION**. 10.
- Service of.
See **PRACTICE—ATTACHMENT**. 2, 3, 4.
- Sworn before commissioner who has been struck off the rolls.
See **PRACTICE—EVIDENCE**. 11.
- of fitness of Trustee.
See **TRUSTEE—APPOINTMENT**. 2.

AFRICA.

- British jurisdiction in.
See **FOREIGN JURISDICTION**.
- Consular Courts.
See **COLONIAL COURT OF ADMIRALTY**.
- Extradition from German Protectorates in.
See **EXTRADITION**.

AFTER-ACQUIRED PROPERTY.

- of Bankrupt.
See **BANKRUPTCY—ASSETS**. 1—7;
BANKRUPTCY—SCHEME OF ARRANGEMENT. 1.
- of Infant.
See **INFANT—Settlement**. 1, 2.
- of Married Woman.
See **SETTLEMENT—Construction**. 3—5.

AGENCY.

See SOLICITOR—BILL OF COSTS—**General**. 1.

AGENT.

- See **PRINCIPAL AND AGENT, passim**.
- Assessment of Income tax on.
See **INCOME TAX**. 5.
- Fraud of.
See **MORTGAGE—SALE**. 4; **MORTGAGE—STATUTE OF LIMITATIONS**. 2.
- Liability of agent employed to collect bill of exchange.
See **BILL OF EXCHANGE**. 14.
- Mercantile agent.
See **FACTOR—Hire and Purchase Agreement**. 4.

AGENT—continued.

- Misappropriation of money and proceeds of acceptances.
See **CRIMINAL LAW—OFFENCES AGAINST PROPERTY**. 9, 10.
- Negotiating sale.
See **SOLICITOR—BILL OF COSTS—Remuneration Order**. 12.
- Signature by.
See **SHIP—BILL OF LADING—Warranty**. 1.

AGENT (HOUSE).

See COUNTY COURT—**Jurisdiction**. 15.

AGENT (PATENT).

See **PATENT—Patent Agent**.

AGISTMENT.

Negligence—Intervening act of third person.] Pltff. delivered to deft. a horse to be agisted in a certain field next to a cricket ground into which the horse escaped through a gate left open by deft.'s servant. On the cricketers trying to drive it back in a careful manner, the horse injured itself in trying to jump the fence:—*Held*, that the damage was the natural consequence of the gate having been left open, and that deft. was liable. **HALESTRAPE v. GREGORY**.
[Div. Ct. [1895] 1 Q. B. 561]

AGNUS DEI.

- Singing at Communion.
See **ECCLESIASTICAL LAW—Ritual**. 2.

AGREEMENT.

- for Hire and Purchase.
See **FACTOR—Hire and Purchase Agreement**.
- to take Shares.
See **COMPANY—SHARES—Agreement to Take**.
- in writing between Solicitor and Client.
See **SOLICITOR—BILL OF COSTS—General**. 3.

AGRICULTURAL HOLDINGS ACTS.

- Compensation under.
See **LANDLORD AND TENANT—LEASE**. 2, 3.
- Improvements.
See **LANDLORD AND TENANT—LEASE**. 1—4.
- Reference under.
See **PROHIBITION**. 3.
And see **SMALL HOLDINGS**.

AGRICULTURE, BOARD OF.

See **BOARD OF AGRICULTURE**.

AIDING AND ABETTING.

See **CRIMINAL LAW—OFFENCES AGAINST THE PERSON**. 1, 3.

AIR.

1. — *Right to access of air.* The grantor of land to be used for a particular purpose is under an obligation to abstain from doing anything on his adjoining land, which would prevent the land granted from being used for that particular purpose. A grant of land in general terms and not made for a specific purpose does not give the grantee an easement to the access of air over adjoining property, except where such a right is enjoyed through a definite aperture or a definite channel. **ALDIN v. LATIMER CLARKE, MUIRHEAD & Co.** — — **Stirling J.** [1894] 2 Ch. 437

AIR—continued.

2. — *Right to access of air.*] A right to have air come over a neighbour's land in a particular channel to a particular place may be established by immemorial user; but in the absence of actual contract, no one can claim a right to have the general current of air over his neighbour's property kept uninterrupted. *CHASTLEY v. ACKLAND* [C. A. [1895] 2 Ch. 389]

ALDERMAN.

— Election of.

See MUNICIPAL ELECTION. 1.

— Power of amotion.

See BOROUGH (ENGLAND) — Corporate Office.

ALIEN.

By the Naturalization Act, 1895 (58 & 59 Vict. c. 43), s. 10 (5) of the Act of 1870 was amended as respects children of naturalized British subjects resident abroad.

Return as to naturalized aliens.] A list of the persons to whom certificates of naturalization have been granted by the Secretary of State under the Naturalization Act, 1870, is published every month in the *Lond. Gaz.* An annual return of the certificates granted during the year is also published as a *Parl. Paper*.

1. — *Right to enter British Territory.*] No alien has a legal right enforceable by action to enter British territory. *MUSGROVE v. CHUN TEEONG TOY* — J. C. [1891] A. C. 373

2. — *Ship.*] Practice followed as to the sale of a share of a ship which had been transmitted to an alien and so forfeited to the Crown. *THE "MILLICENT"* — *Jeune J.* [1891] W. N. 162

ALIENATION.

— Forfeiture on.

See SETTLEMENT—Construction. 8, 9.
WILL—FORFEITURE. 2—4.

— of corporate Property.

See BOROUGH (ENGLAND) — Corporate Property.

ALIMONY.

See DIVORCE—ALIMONY.

— Income tax on.

See INCOME TAX. 3.

ALLOTMENTS.

By the Allotments Rating Exemption Act, 1891 (54 & 55 Vict. c. 33), the laws relating to the rating of allotments for sanitary purposes were amended.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), further provision was made as to allotments.

ALTERNATIVE CONTRACT.

See CONTRACT—Performance. 1.

ALUM.

See ADULTERATION—Article of Food.

AMALGAMATION.

— of Companies.

See COMPANY—WINDING-UP—AMALGAMATION; STAMPS. 4.

AMBASSADOR.

— Immunities of.

See INTERNATIONAL LAW. 2.

AMBIGUITY.

— in Agreement.

See PRACTICE—EVIDENCE. 3.

— in Charterparty.

See SHIP—BILL OF LADING—Ambiguity.

— in Will.

See PROBATE—GRANT OF PROBATE. 3, 4, 5, 6.

"AMELIORATING WASTE."

Discussed by Kekewich J. in *MEUX v. COBLEY* [[1893] 2 Ch. 253]

AMENDMENT.

— of Bankruptcy Notice.

See BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice. 8.

— Bankruptcy Petition.

See BANKRUPTCY—PETITION. 1, 2.

— of Parliamentary Claim.

See PARLIAMENTARY, &C., REGISTRATION—Claim. 1—5.

— of Pleadings.

See PRACTICE—PLEADINGS—Amendment.

— of Specification of Patent.

See PATENT—PRACTICE. 3.

— of Notice of opposition to Trade-mark.

See TRADE-MARK—REGISTRATION. 29.

— of indorsement of Writ.

See PRACTICE—WRIT—Writ specially indorsed. 3; SHIP — ADMIRALTY PRACTICE—Amendment.

AMOTION.

— Power of amotion of member of a municipal corporation.

See BOROUGH (ENGLAND) — Corporate Office.

ANALYST.

See ADULTERATION—Analysis. 1, 2.

ANCIENT LIGHTS.

See LIGHT.

ANIMAL.

Adulteration of Food of.

See ADULTERATION — Fertilisers and Feeding Stuffs.

Cruelty to.

See CRIMINAL LAW — CRUELTY TO ANIMALS.

Diseases of.

By the Diseases of Animals Act, 1894 (57 & 58 Vict. c. 57), the Contagious Diseases (Animals) Acts, 1878 to 1893, were consolidated.

Lists of the Orders of the Bd. of Agric. issued under this and the previous Acts and in force on Dec. 31, 1895, are printed in the "List of Temporary Orders" in St. R. & O. 1895.

Distrain on.

For what damage animals may be distrained.] Trespassing animals may be distrained damage feasant for injuries to other animals as well as damage to the freehold. BODEN v. ROSCOE [Div. Ct. [1894] 1 Q. B. 608]

ANIMUS FURANDI.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 6.

ANNOYANCE.

— Covenant against.

See LANDLORD AND TENANT—LEASE. 7.

"ANNUAL RENTAL."

— Mode of calculating.

See SETTLED LAND—SETTLED LAND
Acts—Application of Capital. 3.**ANNUITY.***Arrears*, col. 17.*Assignment*, col. 17.*Charge on capital*, col. 17.*Duration (and Commencement)*, col. 17.*Redemption*, col. 18.*Right to*, col. 18.*Security for*, col. 18.**Arrears.**

1. — *Sale or mortgage of charged estate.*] Annuities charged on the *corpus* of real estate fell into arrear. There was no prospect that the rents of the estate would at an early date become sufficient to satisfy the annuities:—*Held*, that the arrears might be satisfied by sale or mortgage of part of the real estate, but that the making of such an order is a matter not of course but of discretion. The authorities reviewed. *In re TUCKER. TUCKER v. TUCKER*

[North J. [1893] 2 Ch. 323]

2. — *Separate use.*] A separation deed contained a covenant by the husband to pay an annuity for the wife's separate use during their joint lives; the husband died leaving the annuity in arrear:—*Held*, that as the separate use came to an end on the husband's death, it did not bind the arrears. *STODDON v. LEE* [1891] 1 Q. B. 661

Assignment.

Compensation for privileges as proctor.] An annuity granted by the Treasury under a. 105 of the Probate Act, 1857, held to be assignable: notice to the Treasury of assignment held to be nugatory and not to confer priority. *BLAKE v. HALKE* - - - *Chitty J.* [1892] W. N. 143

Charge on Capital.

National debt conversion] A will provided that trustees should appropriate and invest in Government stock "such a sum of money as will, when invested, be sufficient with the income thereof to produce two weekly sums of 15s. each, and shall maintain the same as a fund to answer the said two weekly sums," and provided for the destination of the capital set aside when it should fall in. By reason of the conversion into 2½ p. c. Consols, the income became insufficient:—*Held*, that the annuities were charged on the capital of the fund, and the provisions of a. 20 (3) of the National Debt Conversion Act did not override the provisions of the will, and that the annuitants were entitled to be paid in full. *PACK v. DARBY* - - - *North J.* [1895] W. N. 123 (6)

Contingent.

See WILL—INTERIM INCOME.

Duration (and Commencement).

1. — *Date of commencement.*] Where A. gave his personality and a life estate in his realty to B., and charged the reversion of one portion of such realty with an annuity to C., and directed that the first payment of the annuity was to be made half a year after A.'s death:—*Held*, that C.

ANNUITY — Duration (and Commencement) — continued.

was entitled to an annuity commencing on A.'s death. *In re WILLIAMS. WILLIAMS v. WILLIAMS* [Stirling J. [1895] W. N. 36]

2. — for Life or Perpetual.]

(A) A gift of "An annuity of £150 a year to be secured to X." is merely an annuity to X. for life. *In re LORD STRATHEDEN AND CAMPBELL. COWPER v. STRATHEDEN AND CAMPBELL*

[Kekewich J. [1893] W. N. 90]

(B) A gift of "£250 per ann. to X. or his descendants" is an annuity to X. for life with a substitutionary gift for life to X.'s descendants living at testor's death if X. did not survive the testor. *In re MORGAN. MORGAN v. MORGAN*

[C. A. [1893] 3 Ch. 233]

3. — *Under Separation Deed between man and woman not married.*] In a separation deed between A. and B., who was living with him as his mistress, A. covenanted to pay an annuity to B. during her life. They resumed cohabitation, and A. died:—*Held*, that the resumption of cohabitation did not cause the annuity to cease. *Secus*, in the case of a separation deed between husband and wife. *In re ABDY. RABBETH v. DONALDSON* (No. 2) - C. A. affirm. *North J.*, [1895] 1 Ch. 455

Duty on.

See DEATH DUTIES—Legacy Duty. 1, 2;
INCOME TAX. 3, 4.

Redemption.

Cash value of Perpetual Annuity.] The amount to be paid to the owner of a perpetual annuity, adequately secured on the estate, who is willing to redeem, is the sum which at the price of the day will purchase 2½ per cent. Government stock sufficient to produce the annuity, excluding any charge for brokerage. *HICKS v. ROSS* [Kekewich J. [1891] 3 Ch. 499]

Right to.

Right to receive value of.] A will contained a direction to trustees to purchase Government annuities out of proceeds of land when sold. One annuitant died before and another after the completion of the sale:—*Held*, that the estate of the annuitant who died before completion of sale had no claim for the value of the annuity, but that the other estate could so claim. *In re MABBETT. PITMAN v. HOLBORROW*

[Kekewich J. [1891] 1 Ch. 707]

Security for.

Annuity payable out of residue—Jurisdiction to set aside sufficient to pay annuity and to pay residue to residuary legatees.] Where an annuity is payable out of the residuary estate of a testator, the Court has jurisdiction, which it has always exercised, to set apart a sufficient sum to answer the annuity, and to pay the remainder of the residue to the residuary legatees. *HARBIN v. MASTERMAN* (No. 2) C. A. [1895] W. N. 160 (1)

ANNULMENT.

— of Bankruptcy.

See BANKRUPTCY—ANNULMENT.

— of Receiving Order.

See BANKRUPTCY—RECEIVING ORDER. 1.

ANSWERS.

— to Interrogatories.

See PRACTICE—DISCOVERY—Interrogatories. 1, 2.

ANTE-MUTUAL CONTRACT.

See SCOTTISH LAW—Husband and Wife. 2, 3.

ANTICIPATION (RESTRAINT ON).

See MARRIED WOMAN—PROPERTY—Restraint on Anticipation.

ANTI-VIVISECTION SOCIETY.

— Gift to.

See CHARITY—Gift to Charity. 1.

APOTHECARIES ACT.

— “Acting” without certificate.

See MEDICAL PROFESSION. 1.

APPEAL.

— Supreme Court practice as to Appeals.

See PRACTICE—APPEAL.

— from Arbitrators.

See ARBITRATION—Award. 1.

— in Bankruptcy.

See BANKRUPTCY—APPEAL; BANKRUPTCY—SCHEME OF ARRANGEMENT. 4.

— from City of London Court.

See COUNTY COURT—Appeal. 1.

— Colonial—to Governor-General of Canada in Council from Provincial Legislature.

See CANADA—LAW OF CANADA—Dominion, &c., Law—As to Special Matters. 5.

— from County Court.

See COUNTY COURT—Appeal.

— in *Formâ Pauperis*.

See PRACTICE—FORMÂ PAUPERIS. 1, 2, 3.

— from award dissolving Friendly Society.

See FRIENDLY SOCIETY. 4.

— to House of Lords.

See HOUSE OF LORDS—Practice.

— to Judicial Committee.

See JUDICIAL COMMITTEE—Practice.

— in Licensing matters.

See INTOXICATING LIQUORS—Licence. 1.

— from Liverpool Court of Passage.

See LIVERPOOL—Court of Passage. 1.

— from Mayor's Court.

See LONDON—CITY—Administration of Justice—Mayor's Court.

— against Poor Rates.

See RATES—Appeal.

— to Quarter Sessions.

See SESSIONS—QUARTER SESSIONS. 1—4.

— from Revising Barrister.

See PARLIAMENTARY, &c., REGISTRATION.

— as to Valuation list.

See LONDON COUNTY—VALUATION.

APPEARANCE.

— to Writ.

See PRACTICE—SERVICE—Service out of the Jurisdiction. 11.

APPLICATION.

— for Shares.

See COMPANY—SHARES—Application.

APPOINTMENT.

— of Arbitrator.

See ARBITRATION—Arbitrators.

— of Directors.

See COMPANY—DIRECTORS—Appointment.

— of Trustees.

See TRUSTEE—APPOINTMENT.

APPOINTMENT, POWER OF.

See POWER OF APPOINTMENT.

APPORTIONMENT.

— of Costs

See PRACTICE—Costs—Apportionment.

— of Mortgage.

See MORTGAGE—APPORTIONMENT.

— of Paving, &c., expenses.

See LONDON COUNTY—STREETS AND HIGHWAYS. 1—10; STREETS AND BUILDINGS—New Streets. 5—7.

— of Rent in Company Winding-up.

See COMPANY—WINDING-UP—PROOF. 4.

— Salvor's costs between owners of salvaged ship and cargo.

See SHIP—ADMIRALTY PRACTICE—Salvage. 3.

— between Tenant for Life and Remainderman.

See SETTLED LAND—Tenant for Life. 22; TENANT FOR LIFE—Apportionment.

APPRAISEMENT.

See SHIP—ADMIRALTY PRACTICE—Salvage. 4.

APPRENTICE.

1. — *Breach of covenant by master.*] To an action for breach of covenant in an apprenticeship deed, to keep, teach and maintain the apprentice, it is a good defence that the apprentice, while in the master's service, was an habitual thief. *LEA-ROYD v. BROOK* - - - A. L. Smith J. [[1891] 1 Q. B. 431]

2. — *Infant's benefit.*] A clause in an apprenticeship deed provided that the master need not pay wages to the apprentice (an infant) during any lock-out of his workmen, but gave liberty to the apprentice to get work elsewhere: — *Held*, that the provision was so much to the detriment of the infant that the apprenticeship deed was not enforceable. *CORN v. MATTHEWS* [C. A. [1893] 1 Q. B. 310]

3. — *Master a corporation.*] A contract of apprenticeship is not invalid by reason of the fact that the master to whom the apprentice is bound is a corporation. *BURNLEY EQUITABLE CO-OPERATIVE AND INDUSTRIAL SOCIETY, LD. v. CASSON* - - - Div. Ct. [1891] 1 Q. B. 75

4. — *Payment of premium by infant apprentice.*] A covenant under seal was entered into by an infant, with the consent of his guardian, that he would pay what was held to be a reasonable premium, if he were taught the business to which he was apprenticed. The master sued the infant on the covenant: — *Held*, that the infant was liable for necessary instruction duly provided as for ordinary necessities supplied, and that the covenant did not defeat such liability. *WALTER v. EVERARD*

[C. A. affirm. *Grantham J.* [1891] 2 Q. B. 369]

APPRENTICE—continued.

— to *Waterman and Lighterman.*

See WATERMEN AND LIGHTERMEN'S COMPANY. 1.

APPROPRIATION.

— of Assets.

See EXECUTOR—Administration. 2.

— of Money as payment.

See BANKRUPTCY—PROOF. 4.

— of Payments.

See BANKER—Account. 1.

ARBITRATION

See PRACTICE — REFERENCE — Special Referee.

Arbitrators, col. 21.

Award, col. 23.

Staying Actions, col. 25.

Arbitrators.

1. — *Appointment by Court—Fresh arbitrator.* A contract made before the commencement of the Arbitration Act, 1889, provided for reference of all differences to a standing referee, or failing him to a person to be named by a person specified in the contract. It was afterwards agreed that the arbitration should be conducted according to the Act of 1889. The arbitrator made an award and left the country. During his absence, further differences having arisen, one of the parties applied to the person specified in the contract to appoint another arbitrator, which was done. The person named objected to act without a judge's order, which was granted, not to take effect if the original arbitrator should return by a certain day. He did not return till later:—*Held*, that the case was not one where an appointed arbitrator refused to act or was incapable of acting within s. 5 (b) of the Arbitration Act, 1889, and therefore that there was no jurisdiction to make an order appointing a fresh arbitrator. *In re WILSON & SON and THE EASTERN COUNTIES NAVIGATION AND TRANSPORT CO.*

[*Div. Ct. [1892] 1 Q. B. 81*

2. — *Appointment by Court—Notice to concur.* One of the parties to an agreement to submit differences to a single arbitrator refused to concur in an appointment, after being served with a written notice "to concur in the appointment of a sole arbitrator in the matter":—*Held*, that the notice being sufficient, the Court was bound on application to appoint an arbitrator. As a general rule, where the conditions exist under which s. 5 of the Arbitration Act, 1889, is applicable, the Court has no discretion to refuse to appoint an arbitrator, the word "may" in the section being equivalent to "must." *In re EYRE AND THE CORPORATION OF LEICESTER*

[*O. A. [1892] 1 Q. B. 136*

3. — *Commission to examine Witnesses.* There is no power under O. XXVII. r. 5 to direct the issue of a commission for the examination of witnesses in a matter referred to arbitration under an agreement, unless an action is also pending in reference to the same dispute. *In re SHAW & RONALDSON* *Div. Ct. [1892] 1 Q. B. 91*

4. — *Disqualification on ground of bias —*

ARBITRATION—Arbitrators—continued.

Named arbitrator. (A.) An arbitration clause referring disputes to the engineer of one party cannot be disregarded on the ground that the engineer is in substance a judge in his own case, unless there is sufficient reason to suspect that he will act unfairly. *IVES & BARKER v. WILLIAMS* [*C. A. [1894] 2 Ch. 478*

(B) The rule that a judge ought not to hear cases in which he might be suspected of bias in favour of one of the parties, does not apply to an arbitrator named by the parties in a contract under which all disputes are to be referred to him. To disqualify such an arbitrator at least a probability of bias must be shown. Where such an arbitrator is a servant of one of the parties, he is not disqualified by the fact that he may have to decide whether he himself acted with due skill. *ECKERSLEY v. MESSEY DOCKS AND HARBOUR BOARD* *C. A. [1894] 2 Q. B. 667*

5. — *Jurisdiction—Construction of contract.*

(A) *Held*, that the question raised, being one as to the construction of the contract, was within the reference, and that the award could not be recalled. *HOLMES OIL CO., LD. v. PUMPFERSTON OIL CO., LD.* *H. L. (S.) [1891] W. N. 142*

(B) By a contract for building a railway the contractors were to be liable to pay liquidated damages as compensation for loss of profits if the line were not complete by a day named. The contract contained an arbitration clause as to all differences arising under it. Disputes arose as to delay, and an arbitration was held:—*Held*, that the award was good on the face of it, and that the arbitrator had jurisdiction to construe the building contract. *ADAM v. GREAT NORTH OF SCOTLAND RAILWAY CO.*

[*H. L. (S.) [1891] A. C. 31*

6. — *Misconduct of arbitrator—Evidence.*

Evidence of an admission out of Court that the arbitrator made his award improperly (e.g., by collusion or in consequence of a bribe) is not admissible in support of an application to set aside the award. The evidence of the arbitrator himself on the matter must be before the Court. *In re WHITELEY and ROBERTS' ARBITRATION*

[*Kekewich J. [1891] 1 Ch. 558*

7. — *Misconduct of arbitrator—Fraud.*

Parties to a contract may lawfully agree that the question of fraud on the part of an arbitrator on differences arising under the contract shall not be raised by either of them. *TULLIS v. JACSON*

[*Chitty J. [1892] 3 Ch. 441*

8. — *Misconduct of arbitrator—Jurisdiction of justices—Friendly Societies Act, 1875, s. 22.* In an arbitration between a member of a friendly society and the society, the arbitrators excluded the claimant from the room during the examination of two witnesses, and gave him no opportunity of cross-examining them. By one of the rules of the society, "where no decision is made on a dispute within forty days of application for reference to arbitration, the member may apply to a Court of summary jurisdiction":—*Held*, that, as the arbitrators had given a decision which was valid until set aside the jurisdiction of

ARBITRATION—Arbitrators—continued.

justices to hear the complaint did not arise.

BACHE v. BILLINGHAM - C. A. revers. Div. Ct.
[1894] 1 Q. B. 107

— *Preparing false evidence for submission to.*

See CRIMINAL LAW—Offences against
Administration of Justice. 1.

9. — *Unfitness of arbitrator—Injunction.* The deft., in pursuance of a clause in the contract, referred a question between them and their contractor to arbitration, and chose their engineer as arbitrator. The matter in dispute had already come under the notice of the engineer in the course of his duties, and he had expressed an opinion adverse to the contractor. The engineer again wrote to the contractor reiterating the opinion he had before expressed:—*Held*, that the engineer was not disqualified by what had passed from acting as arbitrator. Whether, in any case there was jurisdiction to grant an injunction to restrain the deft. from proceeding with the arbitration, *quære*. *JACKSON v. BARRY* Co.

[C. A. revers. *Kekewich J.* (Smith L.J. diss.)
[1893] 1 Ch. 238

[*As to Injunction, see below, Staying Actions. 2.*]

10. — *Unnamed arbitrators—Scottish law.* *Semble*, per Lord Watson, that the rule of Scottish law that a reference to arbitrators not named cannot be enforced has been so largely trenched on by recent legislation that the policy upon which it was originally based can hardly be now regarded as of cardinal importance. *HAMLYN & Co. v. TALISKER DISTILLERY* - H. L. (S.)

[1894] A. C. 202, at p. 214

11. *Unnamed arbitrators—Reference—Condition precedent to cause of action—Scottish law.* A policy of insurance provided for reference of disputes to arbitrators to be chosen by the parties so that no action should be brought until an award had been obtained:—*Held*, that as no cause of action accrued on the policy till an award was made, the contract was excepted from the rule of Scottish law that a reference to unnamed arbitrators cannot be enforced. *CALEDONIAN INSURANCE Co. v. GILMOUR*

[H. L. (S.) [1893] A. C. 86

[*And see now Arbitration (Scotland) Act, 1894* (57 & 58 Vict. c. 13).]

Award.

1. — (A) *Appeal—Special case.* No appeal lies from the decision of the Div. Ct. on a special case stated by an arbitrator under s. 19 of the Act of 1889 for the purpose of obtaining the opinion of the Court for his guidance; the jurisdiction of the High Court under that s. being consultative. Except so far as there may be power under s. 20 of the Act to impose terms as to costs on making an order for the statement of a special case, the Court has no power to make an order as to the costs of a special case under s. 19. *In re KNIGHT AND TABERNACLE PERMANENT BUILDING SOCIETY* C. A. [1892] 2 Q. B. 618
[*See now Supreme Court of Judicature Act, 1894* (57 & 58 Vict. c. 16), s. 1.]

(B) But where an arbitrator has made an award in the form of a special case for the opinion of the Court, an appeal lies to the C. A. from the

ARBITRATION—Award—continued.

judgment of a Div. Ct. *In re KIRKLEATHAM LOCAL BOARD AND STOCKTON AND MIDDLESBOROUGH WATER BOARD*

[C. A. [1893] 1 Q. B. 375

[*This case was affirm. on another point, H. L. (E.)*
[1893] A. C. 444.]

2. — *Costs—Jurisdiction of arbitrator.* In an arbitration, commenced after the commencement of the Arbitration Act, 1889, under a submission entered into before that date, which is silent as to costs, the arbitrators have power to award costs. The whole Act, including the schedules, applies to arbitrations commenced before the Act came into force in so far as the contract to refer is not inconsistent with such application.

(A) *In re WILLIAMS AND STEFNEY*

[C. A. [1891] 2 Q. B. 257, revers.

[Div. Ct. [1891] 1 Q. B. 700

(B) *WILSON & SON AND EASTERN COUNTIES NAVIGATION AND TRANSPORT Co.* [1892] 1 Q. B. 81

3. — *Costs—Taxation of costs of award.* Under s. 2 of the Arbitration Act, 1889, the amount of the costs must be stated in the award, otherwise the costs (including the arbitrator's fees, &c.) are liable to taxation in the ordinary course. *In re PREBBLE AND ROBINSON*

[Div. Ct. [1892] 2 Q. B. 602

4. — *Costs—Taxation of costs of award.* *Semble*, that the making of an award and its remission to the arbitrator for reconsideration may be treated as breaks in protracted arbitration proceedings, upon the occurrence of which the solicitor may send in such a bill of costs to his client as to amount to a separate bill. *In re ROMER AND HASLAM* - C. A. [1893] 2 Q. B. 286

5. — *Remittal to arbitrator—Fresh evidence.* Under s. 10 of the Arbitration Act, 1889, the Court or judge has power to remit an award to the arbitrator for reconsideration, if it appear that fresh and material evidence has been discovered since the award which might have affected the arbitrator's decision. *In re KEIGHTLEY, MAXSTEAD & Co. AND BRYAN DURANT & Co.*

[C. A. [1893] 1 Q. B. 405

6. — *Setting aside—Misconduct of arbitrator—Evidence.* Claim to have an award set aside on the ground that the arbitrator had admitted before witnesses that he had acted improperly.—*Held*, that the Court could not set aside the award without hearing the evidence of the arbitrator himself. *In re WHITELEY AND ROBERTS'S ARBITRATION* - *Kekewich J.* [1891] 1 Ch. 558

7. — *Setting aside—Jurisdiction.* In an action an order by consent was made for the reference of all matters in difference to arbitration and not merely "the whole cause or matter":—*Held*, that the Court had no jurisdiction to review the findings of the arbitrator. The jurisdiction to review given by s. 15 of the Arbitration Act, 1889, refers to references which are or could be made under the statutory power given by s. 14, and not to references which from their extended scope can only be made by consent. *DARLINGTON WAGON Co. v. HARDING AND TROUVILLE PIER AND STEAMBOAT Co.* - C. A. affirm. Div. Ct.

[1891] 1 Q. B. 245

ARBITRATION—Award—continued.

8. — *Setting aside—Fraud of arbitrator.*] It is lawful for the parties to a building contract to agree that the question of fraud on the part of the arbitrator shall not be raised by either of them. *TULLIS v. JACSON* - - - *Chitty J.*

[1892] 3 Ch. 441

9. — *Stating case—Building society.*] The power given to the Court by the Arbitration Act, 1889, s. 19, to order an arbitrator to state in the form of a special case for the opinion of the Court, any question of law arising in the course of the reference, applies to arbitrations under the Building Societies Act, 1874. *TABERNACLE PERMANENT BUILDING SOCIETY v. KNIGHT*

[C. A. [1891] 2 Q. B. 63; affirm. by H. L. (E.)

[1892] A. C. 298

[But see now *Building Societies Act*, 1894 (57 & 58 Vict. c. 4), s. 20.]

Staying Actions.

1. — *Action relating to matters not covered by arbitration clause.*] The fact that a small portion of the relief claimed in an action is not covered by the arbitration clause is not in itself a sufficient reason for refusing to stay proceedings where the main object of the action is within that clause. *IVES & BARKER v. WILLANS*

[C. A. affirm. *Kekewich J.* [1894] 2 Ch. 478

2. — *Action impeaching contract—Injunction.*] The Court has jurisdiction to interfere by injunction on equitable grounds to restrain the deft. from proceeding to arbitration where an action has been brought impeaching the instrument containing the agreement for reference. Sect. 25 (8) of the Judicature Act, 1873, has not enlarged the jurisdiction of the Court so as to enable it to grant an injunction where, before the Act, it could not have done so. *KIRTS v. MOORE*

[C. A. [1895] 1 Q. B. 253

3. — *"In accordance with the submission."*] *Quære*, whether the effect of the words "in accordance with the submission" in s. 4 of the Arbitration Act, 1889, is that in each case the Court must consider whether the provisions of the submission are applicable to the particular case—that is, whether the particular matter can conveniently be decided by arbitration. *DENTON v. LEGGE* - - - *Kekewich J.* [1895] W. N. 46

4. — *Matter of account—Jurisdiction.*] If the Court think that any part of a case does or may involve a matter of account, the whole case may be compulsorily referred under the Arbitration Act, 1889, s. 14 (c), although in certain events it may become unnecessary to determine the matter of account. *HURLBATT v. BARNETT & Co.*

[C. A. [1893] 1 Q. B. 77

[O. LII., r. 2, relates to motion to enforce the award of a special referee.]

5. — *Partnership—Dissolution.*] The question whether there ought to be a dissolution of partnership is one which ought not to be referred to arbitration, whether it is or is not strictly within the terms of the arbitration clause of the partnership articles. *TUNNELL v. SANDERSON*

[*Kekewich J.* [1891] W. N. 71

6. — *Receiver.*] A partnership contract contained a clause for submission of disputes to arbitra-

ARBITRATION—Staying Actions—continued.

tion. An action was brought for dissolution, in which cross-motions were made for a receiver, and to stay all proceedings, under s. 4 of the Act of 1889, pending arbitration: — *Held*, that although the application for a receiver could not be granted as of right, the Court had a discretion to appoint one, notwithstanding the arbitration clause. *PINT v. ROWBORNI*

[*Stirling J.* [1892] 1 Ch. 633

7. — *"Step in the proceedings."*] A "step in the proceedings," within s. 4 of the Arbitration Act, 1889, means some application to the Court by summons or motion, and does not include an application from one party to another. *IVES & BARKER v. WILLANS*

[*Kekewich J.* [1894] 1 Ch. 68;

affirm. by C. A. [1894] 2 Ch. 478

Therefore (A) an application by letter, under O. LXIV. r. 8, for enlargement of time for putting in a defence is not such a "step." *BRIGHTON MARINE PALACE AND PIER v. WOODHOUSE*

[*North J.* [1893] 2 Ch. 486

Nor (B) is the requiring the delivery of a statement of claim. *IVES & BARKER v. WILLANS*, *supra*.

But (C) the taking out a summons for time for delivery of defence is such a "step." *BARTLETT v. FORD'S HOTEL CO.* - [1895] 1 Q. B. 850; [affirm. by H. L. (E.) [1895] W. N. 153 (10)

And (D) so is an application for leave to administer interrogatories. *CHAPPELL v. NORTH*

[*Div. Ct.* [1891] 2 Q. B. 252

8. — *"Submission."*] "Submission" in s. 27 of the Arbitration Act, 1889, means a "written agreement" to submit differences to arbitration, but not necessarily an agreement signed by both parties. Hence, where a policy of insurance provided for a submission of differences to arbitration as a condition precedent to taking legal proceedings, an action on the policy was stayed, although the policy had not been signed by the person insured. *BAKER v. YORKSHIRE FIRE AND LIFE ASSURANCE CO.*

[*Div. Ct.* [1892] 1 Q. B. 144

In Special Cases.

— under *Agricultural Holdings England Act*, 1883.

See *LANDLORD AND TENANT—LEASE*.

1—4.

— in *Building Society disputes*.

See *BUILDING SOCIETY—Arbitration*.

— in *Canada*.

See *CANADA—LAW OF CANADA—Provincial Law—Ontario*. 2.

— under *Lands Clauses Acts*.

See *LAND—Acquisition under Lands Clauses Acts*. 1.

— in *differences between Local Authorities*.

See *LOCAL GOVERNMENT BOARD*.

— in *Mayor's Court of London*.

See *LONDON, CITY—Mayor's Court*.

— in *New South Wales*.

See *NEW SOUTH WALES—Law of New South Wales*. 2.

— in *Partnership dispute*.

See *PARTNERSHIP—Dissolution*. 2—4.

ARBITRATION—In Special Cases—continued.

— as to apportionment of Paving expenses.

See **STREETS AND BUILDINGS** — New Streets. 5, 7.

— in Scotland.

See **SCOTTISH LAW**—Insurance (Fire).**ARCADE.**See **LONDON COUNTY**—DRAINAGE. 1 (B).**ARCH (RAILWAY).**

— Letting of.

See **RAILWAY**—POWERS. 1.**ARCHITECT.**

— Certificate of Superintending.

See **LONDON COUNTY**—BUILDINGS. 2.**ARGENTINE REPUBLIC.**

— Extradition from.

See **EXTRADITION**.**ARMY.**

Billeting.] A victualling-house keeper is bound, under ss. 103–110 of the Army Act, 1881, to provide accommodation for soldiers on the march in excess of the number imposed on him by the billet list, such list being only conclusive as to the proportion in which billets are to be distributed and not as to their number. *SHEAR-BAIT v. SCOTNEY* Div. Ct. [1892] 2 Q. B. 479

Rules of Procedure—“*The Rules of Procedure, 1893,*” dated 1893, regulating proceedings of Courts Martial. St. B. & O. 1893, pp. 707–799.

Army Order 43 of 1895, dated March, 1895, amending Rules of Procedure under the Army Act. St. B. & O. 1895, No. 214. Price ¼d.

ARRANGEMENT SCHEME.

— of Bankrupt's affairs.

See **BANKRUPTCY**—SCHEME OF ARRANGEMENT.

— of Company's affairs.

See **COMPANY**—WINDING-UP—SCHEME OF ARRANGEMENT.

— of Railway company's affairs.

See **RAILWAY**—SCHEME OF ARRANGEMENT.**ARREARS.**

— of Annuity.

See **ANNUITY**—Arrears.

— of Gas rate.

See **GAS**. 1.

— of Poor-rate.

See **RATES**—Recovery. 5.**ARREST.**

— of Person.

See **IMPRISONMENT**; PRACTICE—ATTACHMENT.

— of Ship.

See **SHIP**—ADMIRALTY PRACTICE—Malicious Arrest.**ARRESTMENT.**

— Scottish law—Priority of debentures.

See **CONFLICT OF LAWS**. 2.**ART UNION.**

— Exemption from rating.

See **RATES**—Exemptions. 1.**ARTICLE OF FOOD.**

The question of what is an article of food within s. 3 of the Sale of Food and Drugs Act, 1875, discussed. *JAMES v. JONES*

[Div. Ct. [1894] 1 Q. B. 304]

ARTICLED CLERK.See **SOLICITOR**—ARTICLED CLERK.**ARTICLES OF ASSOCIATION.**See **COMPANY**—DIRECTORS; COMPANY—MEMORANDUM (AND ARTICLES).**ASSAULT.**

— Liability of master for assault by servant.

See **MASTERS' AND SERVANTS**—Liability for Acts of Servant. 4.

— Liability of railway company for assault on passenger by fellow passengers.

See **RAILWAY**—PASSENGER. 1.**ASSESSMENT (FOR RATES).**

— generally.

See **RATES**, *passim*.

— in London.

See **LONDON COUNTY**—VALUATION.**ASSETS.**

— in Bankruptcy.

See **BANKRUPTCY**—ASSETS.

— of Company.

See **COMPANY**—BORROWING POWERS. 2; COMPANY—DEBENTURE.

— in Company Winding-up.

See **COMPANY**—WINDING-UP—ASSETS.**ASSIGNMENT.**

— of Annuity.

See **ANNUITY**—Assignment.

— in Bankruptcy.

See **BANKRUPTCY**—ACT OF BANKRUPTCY.

— for Benefit of Creditors.

See **BILL OF SALE**—INSTRUMENT. 1.

— of Debts—*Trust in respect of moneys recovered.*] An assignment of debts by tradesmen conditioned that the assignee should pay over to them all moneys recovered:—*Held*, to be an absolute assignment within the meaning of a. 25, sub-s. 6, of the Judicature Act, 1873, *COMFORT v. BETTS* — — C. A. [1891] 1 Q. B. 787

— of Debts—Assignment whether complete.

See **SETTLEMENT**—Voluntary Settlement. 1.

— of Equity of Redemption.

See **MORTGAGE**—CONSOLIDATION.

— of Patent.

See **PATENT**—Registration; PATENT—Threats. 8.

— of Reversion of Married Woman.

See **MARRIED WOMAN**—PROPERTY—Generally. 3.

— Stipend of workhouse chaplain.

See **BANKRUPTCY**—ASSETS. 19.

— of Underlease.

See **LANDLORD AND TENANT**—LEASE. 46.**ASSIGNMENT IN GROSS.**See **TRADE NAME**. 1.**ASSIGNS.**

— Purchaser of lot whether an assign.

See **VENDOR AND PURCHASER**—Title. 15.**ASSIZES.**See **SUPREME COURT**—ASSIZES.

"ASSURANCE."

- further, Covenant for.
See MORTGAGE.—APPORTIONMENT.
- Registry Acts—Meaning of.
See YORKSHIRE.

ATTACHMENT.

- of Debts—Garnishee.
See PRACTICE—GARNISHEE.
- of the Person.
See BANKRUPTCY—ATTACHMENT; LUNATIC—Judicial Inquisition. 5; PRACTICE—ATTACHMENT; SOLICITOR—UNQUALIFIED PERSON. 2.

ATTEMPT.

- Conviction for attempt where crime itself is deemed impossible.
See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 5 (B).

ATTESTATION.

- of Bill of sale.
See BILL OF SALE—STATUTORY FORM—Attestation.
- of Lodger's claim to vote.
See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim. 17.
- of Proxy.
See BANKRUPTCY—PROXY.
- of Will.
See PROBATE—EXECUTION OF WILL. 1.

ATTORNEY-GENERAL.

- Remuneration of.
See LAW OFFICERS.
- Powers of in Quebec.
See CANADA—LAW OF CANADA—Provincial Law—Quebec. 3.

ATTORNEY, POWER OF.

- See BILL OF SALE—STATUTORY FORM—Power of Attorney; POWER OF ATTORNEY.

ATTORNMENT.

- by Bailee.
See ESTOPPEL—En Pais. 1.
- by Mortgagor.
See MORTGAGE—ATTORNMENT CLAUSE.

AUCTION.

- Name of purchaser filled in in blanks of memorandum by auctioneer's clerk.
See VENDOR AND PURCHASER—Contract. 11.
- Solicitor's remuneration for conducting sale.
See SOLICITOR—BILL OF COSTS—Remuneration Act. 4, 5.

AUCTIONEER.

- Bill of Sale—Written authority to take possession of and sell goods.
See BILL OF SALE—INSTRUMENT. 3.
- Commission.
See SOLICITOR—BILL OF COSTS—Remuneration Act. 4, 5.
- 1. — Liability—Conversion of chattels.] Where an auctioneer only settles the price as be-

AUCTIONEER—continued.

tween vendor and purchaser and takes his commission he is not liable for conversion if the vendor has no title to sell. But where an auctioneer receives goods into his custody, and on selling them hands them over to the purchaser with a view of passing the property in them, he is liable for conversion, and is not in the position of a packing agent or carrier who merely purports to change the position of the goods and not the property therein. *BARKER v. FURLONG*

[*Romer J.* [1891] 3 Ch. 173]

2. — Liability—Conversion of chattels—Sale by auction on private premises.] An auctioneer who sells and delivers goods in the ordinary course is not a mere broker or intermediary, and is liable for conversion if the vendor had no title. A. granted a bill of sale of her furniture to B., and subsequently instructed a firm of auctioneers to sell the furniture by auction at her house; they sold it and delivered it to the purchasers. B. brought trover:—*Held*, that the auctioneers were liable for conversion. *CONSOLIDATED CO. v. CURTIS & SONS* - *Collins J.* [1892] 1 Q. B. 495

AUDITOR.

- Liability of.
See COMPANY—WINDING-UP—PROCEEDINGS AGAINST OFFICERS. 1, 2.

AUSTRIA-HUNGARY.

- Copyright convention with.
See COPYRIGHT—International.

AUTHOR.

- of photograph.
See COPYRIGHT—Picture. 1.

AUTHORITY.

- of Agent.
See PRINCIPAL AND AGENT—Authority of Agent.
- of Servant.
See MASTER AND SERVANT—Liability for Acts of Servants.

AVERAGE LOSS.

- See INSURANCE (MARINE). 16, 17, 25;
SHIP—GENERAL AVERAGE.

AVOIDANCE.

- of Voluntary Settlement.
See BANKRUPTCY—VOID SETTLEMENT.

AVON RIVER.

- Sailing Rules.
See SHIP—COLLISION.

AWARD.

- Arbitration.
See ARBITRATION—Award.
- Enforcement of.
See PROHIBITION. 3.
- under Inclosure Acts.
See COMMON. 2.
- of Salvage.
See SHIP—WRECK AND SALVAGE.

B.

BACCARAT.

See GAMING—Unlawful Games.

BACUP.

— Bankruptcy.

See COUNTY COURT—Bankruptcy Jurisdiction.

BAHAMAS.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Death Duties.

See DEATH DUTIES—Estate Duty.

Law of Bahamas.

— Governor's power of pardon.

See COLONY—Colonial Law. 3.

BAIL.

— Security for costs of appeal.

See JUDICIAL COMMITTEE—Practice. 9.

BAILIFF.

— Distress by.

See LANDLORD AND TENANT—DISTRESS.

BAILMENT.

— of Car.

See MASTER AND SERVANT—Liability for Acts of Servant. 3.

1. — *Cloak-room, goods deposited at, by bailee—Lien for charges.* When a bailee deposits an article at a rly. station cloak-room, as he was entitled to do by the contract of bailment, and after the determination of the contract the owners seek to recover it:—*Held*, that the rly. co. had a lien on it against the owners for the cloak-room charges. *SINGER MANUFACTURING Co. v. LONDON AND SOUTH WESTERN RAILWAY* - Div. Ct. [1894] 1 Q. B. 333

2. — *Detinue—Conversion—Demand and refusal—Time, when beginning to run*—21 Jac. 1, c. 16.] A lease belonging to plff. was fraudulently deposited with B., and, when B. became bankrupt, it was assigned to the deft. Both B. and the deft. were ignorant of the fraud:—*Held*, that the statute began to run when the plff. had a complete cause of action against the deft., i.e. when he demanded the deeds and was refused them, and not from the receipt of the deeds by B.:—*Quære*, whether, in any case, the original receipt of the lease by B. was sufficient evidence of conversion by him. *MILLER v. DELL* [C. A. [1891] 1 Q. B. 468

3. — *Estoppel—Attornment by bailee—Fraud.* The owner of goods lying at a warehouse was induced by the fraud of F. to instruct the warehouseman to transfer the goods to F.'s order. F. then sold the goods to an innocent purchaser, who before paying the price obtained a statement from the warehouseman that he held the goods at the purchaser's order. On the discovery of F.'s fraud the warehouseman refused to deliver to H. In an action of trover by the purchaser

BAILMENT—continued.

against the warehouseman:—*Held*, that the warehouseman, having attorned to the purchaser, was estopped from impeaching his title:—*Sembla*, per Lord Halsbury, that the true owner, having enabled F. to hold himself out as the owner, could not set up his title against that of an innocent purchaser from F. *HENDERSON & Co. v. WILLIAMS* - C. A. [1895] 1 Q. B. 531

4. — *Estoppel—Jus tertii.* A bailee of goods cannot avail himself of the title of a third person to goods as a defence to an action of detinue, except by shewing that he is defending the action on behalf and by the authority of such third person. *ROGERS, SONS & Co. v. LAMBERT & Co.* (No. 2) C. A. revers. Day J. [1891] 1 Q. B. 318 — of Locomotive.

See LOCOMOTIVE.

5. — *Money deposited for safe custody—Statute of Limitations* Time does not begin to run under the Statute of Limitations (21 Jac. 1, c. 16) against a person who has entrusted money to another person for safe custody until demand, though it was contemplated that the bailee might use the money in business. *In re TIDD. TIDD v. OVERELL* - North J. [1893] 3 Ch. 164

6. — *Negligence of bailee.* Where a Government, being bailees for hire, stored B.'s explosive goods in sheds near to the water edge:—*Held*, that the selection of such a site rendered it incumbent upon them to place the goods at such a level as would in all probability ensure their absolute immunity from the incursion of flood water: that B. was entitled to rely on the care and skill of his bailees, and could not be said to have accepted any risks of defective storage with which he had made himself acquainted.—Case remanded for a new trial, to ascertain whether the Government negligently stored the goods at too low a level, or whether, on the advent of the floods, they failed to take reasonable and proper measures for saving the goods, or part thereof. *BRABANT v. KING* - J. C. [1895] A. C. 632

And see PUBLIC BODY.

7. — *Negligence of stranger.* The plff. received a horse for sale with liberty to use it until sold. The horse, while being driven by the plff.'s servant, was injured by the negligence of the defts.:—*Held*, that as the plff. was under no liability to his bailor, he could not recover any damages for the injury to the horse. *CLARIDGE v. SOUTH STAFFORDSHIRE TRAMWAY Co.* [Div. Ct. [1892] 1 Q. B. 423

[See hereon remarks of A. L. Smith L.J. in *MEUX v. GREAT EASTERN RAILWAY*

[C. A. [1895] 2 Q. B. 337, at p. 394

8. — *Restaurant keeper—Coat of customer.* Plff. went to deft.'s restaurant to dine. A waiter took the plff.'s coat without being requested, and hung it up behind plff. While plff. was dining the coat was stolen. Plff. sued deft. for

BAILMENT—continued.

damages for loss of the coat by his servant's negligence:—*Held*, that there was evidence to support a verdict in *pltf.*'s favour. By Charles J., on the ground there was evidence from which a jury might find that *deft.* was bailee of the coat, and that he had been negligent. By Wright J., on the ground that bailment must be assumed as the point was not taken at the trial, and there was evidence of negligence. *ULTZEN v. NICOLS*

[Div. Ct. [1894] 1 Q. B. 93]

9. — *Title Paramount—Bailes for hire—Negligence of Servant.*] The *deft.* hired a carriage and horse from the *pltf.* His coachman, instead of taking them, as was his duty, to the stable, drove for his own purposes in another direction. While he was thus engaged, the carriage and horse were injured owing to his negligent driving:—*Held*, that the *deft.* was liable under his contract as bailee in respect of the consequences of his servant's breach of duty to himself. *COUPÉ Co. v. MADDICK* - Div. Ct. [1891] 2 Q. B. 413

BAKING POWDER.

Baking powder is not an "article of food" within s. 3 of the Sale of Food and Drugs Act, 1875. *JAMES v. JONES* - Div. Ct. [1894] 1 Q. B. 304

BALANCE.

— of Banking Account.

See **BANKER—Account.** 2.

BALANCE ORDER.

Definition.] A balance order under the Companies Act, 1862, is not a "judgment."

The nature of a balance order discussed. *WESTMORELAND GREEN AND BLUE SLATE Co. v. FEILDEN* O. A. affirm. *Kekewich J.* [1891] 3 Ch. 15

BALANCE-SHEET.

See **COMPANY—WINDING-UP—PROCEEDINGS AGAINST OFFICERS.** 1.

BANK.

See **BANKER.**

BANK ANNUITIES.

See **NATIONAL DEBT—Conversion.**

BANK CHARGES.

— Expenses of noting bill of exchange—Liquidated demand.

See **BILL OF EXCHANGE.** 12.

BANK OF ENGLAND.

Inspection of Register of Unclaimed Stock.] The Bank of England is not obliged under s. 52 of the National Debt Act, 1870, to allow a person who cannot shew that he has a *bond fide* interest in some unclaimed stock to inspect the register. Application by a "next of kin and unclaimed money agent" for a mandamus to compel allowance of inspection refused. *REG. v. GOVERNOR, & CO., OF BANK OF ENGLAND.* Div. Ct. [1891] 1 Q. B. 785

— Composition payable to country bankers by.

See **BANKER—Notes.**

— Lunatic stockholder.

See **LUNATIC—Property.** 2.

— Transfer—New trustees.

See **LUNATIC—Property.** 7.

BANK-NOTE.

— Composition for loss of right to issue.

See **BANKER—Notes.**

BANKER.

Account, col. 34.

Bank Manager, col. 35.

Liability, col. 35.

Notes, col. 37.

Account.

1. — *Appropriation of payments—Balance.*] A solicitor paid into his own account money of a client. From then to the solicitor's death the balance of the account always exceeded the sum so paid in. But on many days during that period the credit balance was less than the amount of other clients' moneys which the solicitor had paid in subsequently to his payment of the money of the first client and had not withdrawn:—*Held*, that the money of the first client must be taken to have been drawn out by the solicitor, and that a claim by that client to be paid specifically out of the balance could not be sustained. *In re STENNING. WOOD v. STENNING North J.* [1895] 2 Ch. 433

2. — *Banking account—Garnishee order—Honouring cheques—Rules of Supreme Court, Order XLV., rr. 1, 2.*] Where a banker had been served with a garnishee order *nisi* attaching all moneys in his hands belonging to the *pltf.*:—*Held*, that he was not obliged to honour cheques drawn by the *pltf.* against the balance in his hands over and above the judgment debt, and that his refusal to do so gave the *pltf.* no cause of action. *ROGERS v. WHITELEY* - C. A. affirm. [Div. Ct. 23 Q. B. D. 238, affirm. by

[H. L. (E) [1892] A. C. 118]

3. — *Effect of transfer of sum from current to deposit account.*] Shortly after the death of G., a partner in a bank, T. transferred a sum from his current account to a deposit account. T. subsequently paid into and drew out of his current account sums exceeding that transferred. The bank stopped payment:—*Held*, that the transaction was the same as if T. had drawn a cheque for the sum, and paid the proceeds into the deposit account. It was an entirely fresh contract, and G.'s estate was discharged. *In re HEAD. HEAD v. HEAD (No. 2)* - C. A. affirm. *Chitty J.* [1894] 2 Ch. 236

4. — *Overdraft—Liability of Promoters of projected Company—Novation.*] The executive council of an exhibition held to be liable for an overdraft on an account opened in the name of such exhibition, the Court being of opinion that the bank had never substituted as their debtors the co. when formed for the promoters. *Courts & Co. v. IRISH EXHIBITION IN LONDON*

[O. A. [1891] W. N. 41 revers. [Kekewich J. [1890] W. N. 181]

5. — *Overdraft—Honouring without knowledge of Customer—Authority.*] The Registrar-General of New South Wales opened an account with a bank under a special authority and instruction known to the bank for the daily lodgment of the collections of his department and their weekly transfer by his cheque to the Colonial treasury. By the fraud of a clerk in the Registrar's Department less was paid in during each week than was certified for, so that each week's cheque resulted in an overdraft. The

BANKER—Account—continued.

bank honoured the overdrafts without calling the customer's attention to the fact:—*Held*, that the Colonial Government for whom the account was kept was not liable for the overdrafts. *LONDON CHARTERED BANK OF AUSTRALIA v. McMillan* - - - J. C. [1892] A. C. 292

Bank Manager.

1. — *Residence on bank premises—Income tax.* The value to a bank manager of his right or duty to reside on the bank premises is not to be considered as part of his "total income from all sources" which may be assessed for income tax. *TENNANT v. SMITH* - H. L. (S.) [1892] A. C. 150

2. — "Manager in trust"—*Signature.* The words "manager in trust" appended to the signature of a bank manager to a transfer of shares import that he is a trustee for his employers, and are not calculated to suggest that he stood in a fiduciary relation to any third person so as to affect a transferee of such shares with constructive notice of such fiduciary relationship. *LONDON AND CANADIAN LOAN AND AGENCY CO. v. DUGGAN* - - - J. C. [1893] A. C. 506

— *Knowledge of banker how far knowledge of customer.*

See PRACTICE—DISCOVERY—Interrogatories.

— *Production and inspection of banker's books.*

See PRACTICE—DISCOVERY—Documents.
4, 5.

Liability.

— *Collecting crossed cheque and handing over proceeds.*

See TROVER. 2.

— *Current account, transfer from deposit to.*

See No. 2 (B) below.

1. — (A) *Deceased partner—Deposit—Novation.* The acceptance by a customer from the surviving partner of a fresh deposit-note for the balance of a debt due from a banking firm, one of whose partners is dead since the deposit was made, is not sufficient evidence of novation to discharge the estate of the deceased partner. *In re G. HEAD. HEAD v. HEAD* (No. 1)

[Chitty J. [1893] 3 Ch. 496

(B) *Deceased partner—Transfer from current to deposit account—Novation.* T. had a current account in the above bank. Shortly after the death of O., T. transferred a sum from his current account to a deposit account. T. subsequently paid into and drew out of his current account sums exceeding that transferred. The bank stopped payment:—*Held*, that the transaction was the same as if T. had drawn a cheque for the sum, and paid the proceeds into the deposit account. It was an entirely fresh contract, and O.'s estate was discharged. *In re HEAD. HEAD v. HEAD* (No. 2) - C. A. affirm. Chitty J.

[[1894] 2 Ch. 236

2. — *Deposit of securities by broker—"Negotiable securities."* The owners of bonds transferable by delivery left them with their broker. The broker, in fraud of the owners, pledged the bonds with others belonging to himself and other principals to secure an advance. The broker

BANKER—Liability—continued.

became insolvent, and the bank sold the bonds to repay the advance:—*Held*, that the bank was not liable to the owners as the bonds were negotiable instruments, and there was nothing to shew the bank, as there had been in *Earl of Sheffield v. London Joint Stock Bank* (18 App. Cas. 833), that the broker was not dealing with his own securities. *SIMMONS v. LONDON JOINT STOCK BANK* - - - H. L. (E.) [1892] A. C. 201,

[*revers. C. A.* [1891] 1 Ch. 270

3. — *Deposit of securities by broker—"Negotiable securities"—Right of redemption—"Contango."* The pliff. bought stocks, shares, and bonds through a broker, the broker lending the pliff. money to "carry over" when necessary. The broker borrowed money of a bank to pay for the stocks, shares, and bonds, depositing them with the bank as security. Such stocks as required registration were transferred to and registered in the name of trustees for the bank, sometimes by the vendors and sometimes by the pliff. himself, for a nominal consideration:—*Held*, that the pliff. could not redeem, because (1) the pliff., in view of the "contango" system, which was common on the Stock Exchange, had not discharged the onus of shewing that the broker had exceeded his authority; (2) as to certain "bonds payable to bearer," which were negotiable securities, there was nothing to put the bank on inquiry; (3) as to the stocks transferred by the vendors the bank had the legal estate and could not be deprived of it; and (4) as to the stock transferred by the pliff. he was estopped from denying the bank's title. *BENTINCK v. LONDON JOINT STOCK BANK* North J. [1893] 2 Ch. 120

4. — *Overdraft—Partner retiring from debtor firm.* Where a bank allowed a firm to overdraw, and A. retired from the firm in 1884, and the overdraft was carried to the debit of the new firm, and the bank in 1889 passed a resolution continuing the overdraft for a little time, and in 1890 agreed with the new firm and a surety, B., for guaranteeing payment to the bank of any balance on the overdraft exceeding a certain sum:—*Held*, that there was no agreement to give time to the new firm, or to alter the relation between the parties, and that the retired partner was not released; but *quære* whether a proviso in the deed of dissolution of 1884 which gave time to make arrangements with creditors prevented A. from being discharged. *ROUSE v. BRADFORD BANKING CO.* C. A. *revers. Kekewich J.* [1894] 2 Ch. 32; [C. A. affirm. by H. L. (E.) [1894] A. C. 588

5. — *Payment of Forged documents purporting to be bills.* A clerk forged the names of two firms with whom his principal had dealings, one as drawer and the other as payee of certain forged bills. He also by fraud obtained the signature of his principal as acceptor, and also to letters advising the bank that the bills were coming in for payment. The bank paid the money to the forger:—*Held* (Lords Bramwell and Field diss.), that the loss fell on the principal and not on the bank:—*Held*, also, that if the Bills of Exchange Act, 1882, applied, the bills were payable to bearer, as the words "fictitious or non-existent person" (s. 7, sub-s. 3) included a real person who never had or was intended to

BANKER—Liability—continued.

have any right to the bill. *BANK OF ENGLAND v. VAGLIANO BROS.* - H. L. (E.) [1891] A. C. 107, [revers. C. A. 23 Q. B. D. 243 and Charles J. [22 Q. B. D. 103]

6. — *Stockbroker paying principal's money into his own account.*] When a broker or other agent entrusted with the possession and apparent ownership of money pays it away in the ordinary course of business for onerous consideration, a transaction which is fraudulent as between the agent and his employer will bind the latter unless he can shew that the recipient of the money did not act in good faith. Trustees of bank shares instructed a stockbroker to sell them and deposit the proceeds in certain colonial banks. He sold the shares to another stockbroker, and received in the ordinary course a cheque for the price drawn in his own favour. This cheque he paid into his own bank account, then overdrawn. The bank knew the cheque to be proceeds of a sale of shares, but did not know nor inquire in what capacity the broker received it:—*Held*, that the bank were entitled to retain the proceeds of the cheque as against the debt due to them by the broker. *THOMSON v. CLYDESDALE BANK* H. L. (S.) [1893] A. C. 283

— *Deposit—Reconstruction of banking company.*
See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 4.

Notes.

Composition for loss of right to issue notes—Consolidation of firms into co.] Five firms, two of which were London bankers without right to compensation, and three county bankers with such right under the Bank Charter Act, 1844, ss. 23, 24, agreed to sell their businesses to a ld. co. the consideration being shares in the co., and agreed in future not to carry on business as bankers. The co. carried on business at the old banks with the old staff:—*Held*, that the banks had ceased to carry on business, that the co. was not "such banker or bankers" as the three county firms, and that neither the firms nor the co. were entitled to be paid any composition by the Bank of E. *PRESCOTT, DIMSDALE, CAVE, TUGWELL & Co., LD. v. BANK OF ENGLAND*

[C. A. revers. *Cave J.* [1894] 1 Q. B. 351]

BANKRUPTCY.

Act of Bankruptcy, col. 38.
Adjudication, col. 42.
Annulment, col. 43.
Appeal, col. 43.
Assets, col. 44.
Attachment, col. 48.
Colonial Law, col. 49.
Committee of Inspection, col. 49.
Costs, col. 49.
Deed of Arrangement, col. 50.
Discharge, col. 50.
Disclaimer (of Onerous Property), col. 51.
Disqualification, col. 51.
Examination of Witnesses, col. 51.
Execution, col. 52.
Fraudulent Preference, col. 52.
Insolvent Estates, col. 52.

BANKRUPTCY—continued.

Offences, col. 53.
Officers and Offices, col. 53.
Official Receiver, col. 53.
Partnership, col. 53.
Petition, col. 54.
Practice, col. 56.
Preferential Payments, col. 57.
Priority, col. 57.
Proof, col. 57.
Proxy, col. 60.
Public Examination, col. 60.
Receiving Order, col. 60.
Rent, col. 63.
Reports and Returns, col. 63.
Scheme of Arrangement, col. 64.
Secured Creditor, col. 65.
Set-off, col. 66.
Small Bankruptcy, col. 67.
Stay of Proceedings, col. 67.
Trustee, col. 67.
Void Settlement, col. 69.

BANKRUPTCY—ACT OF BANKRUPTCY.

Assignment of whole Property, col. 38.
Bankruptcy Notice, col. 38.
Circular (or Notice) to Creditors, col. 41.
Debtor absenting himself, col. 42.
Holding by Sheriff of Debtor's Goods, col. 42.

Assignment of whole Property.

1. — A debtor assigned all his property except leaseholds to trustees for the benefit of his creditors, and executed a declaration of trust as to the excepted property in favour of the same trustees:—*Held*, that this was a "conveyance or assignment" of all his property within s. 4, sub-s. 1, of the Bankruptcy Act, 1883, and the deed was consequently an act of bankruptcy. *In re HUGHES. Ex parte HUGHES*

[C. A. (Kaher M.R. diss.) [1893] 1 Q. B. 595]

2. — An assignment of the whole of a debtor's property in consideration of a contemporaneous advance and promises of future advances "in order to enable the debtor to carry on his business and in the reasonable belief that he would thereby be enabled to do so," *held* not to be an act of bankruptcy. *ADMINISTRATOR-GENERAL OF JAMAICA v. LARCELLES DE MERCADO & Co. In re REES' BANKRUPTCY* - J. C. [1894] A. C. 135

Bankruptcy Notice.

By the "Companies (Winding-up) Act, 1893" (56 & 57 Vict. c. 58), an order for payment of money under 53 & 54 Vict. c. 63, s. 10, was declared to be a final judgment within 46 & 47 Vict. c. 52, s. 4, sub-s. 1 (g).

1. — *Address of issuing creditor.*] An address at which the creditor cannot be found, but can only be heard of, so that the debtor cannot pay the debt there, is not such an address as is required by the Bankruptcy Act and Rules. A bankruptcy notice stated the address of the creditor who issued it to be "White's Club, St.

BANKRUPTCY — ACT OF BANKRUPTCY — Bankruptcy Notice—continued.

James', S.W. The creditor did not reside at the club, and he was in fact out of England during the whole of the seven days limited by the notice for the payment of the debt. There was evidence that, if the debtor had gone to the club, he would have been referred to the creditor's London solicitor, who held a general power of attorney for the creditor, and could have received payment of the debt on his behalf:—*Held*, that the notice was invalid, and that the non-payment of the debt within the seven days did not constitute an act of bankruptcy. *In re STOEDON. Ex parte LEIGH*

[C. A. [1895] 2 Q. B. 534

2. — *Execution—Interpleader—Right of Execution.* Where goods taken in execution have been claimed by a third party before return by the sheriff, and an interpleader summons has been taken out and is pending, the execution creditor cannot issue execution, and therefore cannot serve a bankruptcy notice on the debtor. *In re FOLLOWS. Ex parte FOLLOWS*

[Div. Ct. [1895] Q. B. 521

3. — “*Final judgment*”—*Costs—Order upon motion in Bankruptcy.* An order to pay costs made on a motion in bankruptcy is not a “final judgment” within s. 4 (1) (g) of the Bankruptcy Act, 1883. *In re A BANKRUPTCY NOTICE. Ex parte OFFICIAL RECEIVER — C. A. [1895] 1 Q. B. 609*

4. — “*Final judgment*”—*Costs—Order on co-respondent in Divorce suit.* An order on a co-respondent for payment of the petitioner's costs made on the grant of decree nisi in a divorce suit (afterwards made absolute) is not a final judgment in an action within s. 4, sub-s. 1 (g) of the Bankruptcy Act, 1883. *In re BINSTED. Ex parte DALE — C. A. [1893] 1 Q. B. 199*

5. — “*Final judgment*”—*Costs—Action upon Interlocutory order for payment of.* A judgment recovered in an action for the recovery of costs payable under an interlocutory order is a “final judgment” within s. 4, sub-s. 1 (g) of the Bankruptcy Act, 1883. *In re BOYD. Ex parte McDERMOTT — C. A. [1895] 1 Q. B. 611*

6. — “*Final judgment*”—*Costs—Separate judgments in partnership action.* In a partnership action the Court made two orders, one for dissolution of partnership with the usual accounts and inquiries, and another dismissing a counter-claim and giving the plaintiff his taxed costs up to and including the trial. Subsequent costs were reserved:—*Held*, that the order giving taxed costs was a final judgment within s. 4, sub-s. 1 (g) of the Bankruptcy Act, 1883. *In re ALEXANDER. Ex parte ALEXANDER — C. A. [1892] 1 Q. B. 216*

7. — *Irregularity.* A bankruptcy notice which is not in accordance with the terms of the judgment on which it is founded or which is in terms likely to perplex the debtor, or does not clearly inform him who is the creditor whom he is required to pay, will be set aside. *In re HOWES. Ex parte HUGHES — C. A. [1892] 2 Q. B. 638*

8. — *Irregularity—Amendment—Joint debtors.* A. obtained judgment against B. and three out of five co-defendants. A. served a bankruptcy notice on B. in which it was stated that judgment had been

BANKRUPTCY — ACT OF BANKRUPTCY — Bankruptcy Notice—continued.

recovered against B. and all five co-defendants:—*Held*, that the error was not material, as it could not prejudice B., and that the notice could be amended under s. 143 of the Act of 1883:—*Held*, also, that where judgment has been recovered against several persons jointly, a bankruptcy notice may be issued against one of them without including the others. *In re LOW. Ex parte GIBSON — C. A. [1895] 1 Q. B. 734*

9. — *Judgment Debt—Infant—Acceptance.* An infant cannot bind himself by the acceptance of a bill of exchange, even when the bill is given for the price of necessities supplied to him during infancy. Such an acceptance is wholly void, even in the hands of an indorsee for value without notice of the infancy, and bankruptcy proceedings cannot be founded on a judgment on such an acceptance. *In re SOLTYSOFF. Ex parte MARGRETT — C. A. [1891] 1 Q. B. 413*

10. — *Judgment debt—Joinder of several.* Two or more judgment debts cannot be included in the same bankruptcy notice under s. 4, sub-s. 1 (g) of the Bankruptcy Act, 1883. *In re LOW. Ex parte ARGENTINE GOLD FIELDS, LD.*

[C. A. [1891] 1 Q. B. 147

11. — *Judgment debt—Married woman.* A judgment had been obtained against a married woman trading separately from her husband in the ordinary form in the case of a married woman—i.e. against her separate estate and not as a personal judgment:—*Held*, that on this judgment a bankruptcy notice could not issue under s. 4, sub-s. 1 (g) of the Bankruptcy Act, 1883, against the debtor, for the notice would not be “in accordance with the terms of the judgment,” as the notice required the person served to pay the judgment debt, whereas the judgment was only against her separate estate. A bankruptcy notice must be in the form prescribed by Form 6 in the appendix to the Bankruptcy Rules, 1886. *In re HANNAH LYNES. Ex parte LESTER & Co.*

[C. A. [1893] 2 Q. B. 113

12. — *Judgment debt—Married woman—Death of husband.* A judgment recovered against a married woman does not, upon the death of her husband, render her personally liable to pay the judgment debt, so as to entitle the judgment creditor to issue a bankruptcy notice against her upon such judgment. *In re HEWITT. Ex parte LEVENE — Div. Ct. [1895] 1 Q. B. 323*

13. — *Judgment debt—Payment of part.* Where part of a judgment debt has been paid the creditor is not entitled to serve a bankruptcy notice in respect of the whole of such debt, as he cannot issue execution in respect of the part which has been paid. *In re CHILD. Ex parte CHILD*

[Div. Ct. [1892] 2 Q. B. 77

14. — *Married woman—Trading separately from husband.* On the facts, *held* that there was neither separate property nor separate trading within s. 1 (5) of the Married Women's Property Act, 1882. The meaning of “carrying on a trade separately from her husband” considered by V. Williams J. *In re HELSEY. Ex parte HELSEY*

[Div. Ct. [1893] W. N. 109

[And see No. 11, above.]

BANKRUPTCY — ACT OF BANKRUPTCY — **Bankruptcy Notice—continued.**

15. — *Non-compliance with Bankruptcy notice.*] Where a debtor has committed an act of bankruptcy by non-compliance with a bankruptcy notice under s. 4 (g) of the Act of 1883, a bankruptcy petition may be presented by any creditor, although the creditor who served the notice has subsequently to the act of bankruptcy received payment of his debt. *In re POWELL. Ex parte POWELL.* - Div. Ct. [1891] 2 Q. B. 324

16. — *Partnership firm—Infant partner.*] If an act of bankruptcy is committed by a firm having an infant partner a receiving order cannot be made against the firm simply, but can be made against the members of the firm "other than" the infant partner; and if a receiving order has been made against the firm simply it can be amended under s. 105 of the Bankruptcy Act, 1883.

Judgment was recovered against a partnership, one member of which, G. W. B., was an infant. A bankruptcy notice was served, the non-compliance with which was alleged in the petition as an act of bankruptcy, and a receiving order was made:—*Held*, by H. L. (E.), varying C. A., that the judgment should be amended by adding after the word "defendants" the words "other than G. W. B."; and that the bankruptcy proceedings should be amended by adding these words after the words "B. brothers." *In re BEAUCHAMP BROTHERS. Ex parte BEAUCHAMP*

[C. A. [1894] 1 Q. B. 1; varied by H. L. (E.)
[*sub nom.* LOVELL AND CHRISTMAS v. BEAUCHAMP
[1894] A. C. 607

17. — *Service out of jurisdiction.*] There is no jurisdiction under the Bankruptcy Act, 1883, to allow the service of a bankruptcy notice upon a foreigner out of the jurisdiction. *In re PEARSON. Ex parte PEARSON.* - C. A. [1892] 2 Q. B. 263

Circular (or Notice) to Creditors.

1. — *Notice of suspension of payment.*] A written notice by a debtor to a creditor that he is about to suspend payment of his debts is admissible in evidence to prove an act of bankruptcy, notwithstanding that the notice is expressed to be "without prejudice." *In re DAINTRY. Ex parte HOLT.* - Div. Ct. [1893]
[2 Q. B. 116

2. — *Notice of intention to suspend payment.*] A debtor sent to his creditors a circular letter in these terms: "Being unable to meet my engagements as they fall due invite your attendance (at specified time and place) when I will submit a statement of my position for your consideration and decision." *Held*, that this letter would naturally induce the creditors to believe that the debtor intended to suspend payment of his debts, and therefore amounted to a notice that he was "about to suspend payment of his debts," within s. 4, sub-s. 1 (h) of Bankruptcy Act, 1883, and was therefore an act of bankruptcy. *CROOK v. MORLEY.* H. L. (E.) [1891] A. C. 316
[[*affirm.* C. A. 24 Q. B. 320)

3. — *Solicitor's and accountant's charges.*] On Aug. 15, 1892, a firm sent out a circular stating "circumstances have placed us in finan-

BANKRUPTCY — ACT OF BANKRUPTCY — **Circular (or Notice) to Creditors—continued.**

cial difficulties, which makes it desirable for us to consult with our creditors." "We are having our books examined, and a statement prepared by Messrs. F., chartered accountants, and as soon as this is complete, we propose inviting you to a meeting of our creditors." On Sept. 7 the firm admittedly committed an act of bankruptcy. On Sept. 17 a receiving order was made against the firm. Between Aug. 15 and Sept. 14, Messrs. F. collected money for the bankrupts, out of which they made payments to themselves for preparing the statement and to the solicitors for costs:—*Held*, that the circular of Aug. 15 was an act of bankruptcy, and that if an allowance was made to Messrs. F. and the solicitors, it must be only for services which had clearly benefited the creditors. *In re SIMONSON. Ex parte BALL*
[V. Williams J. [1894] 1 Q. B. 433

Debtor absenting himself.

Debtor absenting himself.] In order to shew that a debtor has "absented" himself within s. 4 (1) (d), of the Bankruptcy Act, 1883, it is not necessary to shew actual physical absence from a particular place.—A., previous to a judgment against her, adopted an assumed name, and after the judgment removed, leaving no address, nor giving any to her solicitor, through whom she was being pressed:—*Held*, that A. had committed an act of bankruptcy. *In re ALDERSON. Ex parte JACKSON.* - Div. Ct. [1895] 1 Q. B. 183

Holding by Sheriff of Debtor's Goods.

1. — *Holding for more than twenty-one days.*] Where the sheriff remained in possession on behalf of a judgment creditor for twenty-one days and was then paid out, and later a receiving order was made against the debtor, the execution creditor was ordered to repay the money to the trustee of the debtor, as the debt must be held to have notice of the act of bankruptcy committed by the sheriff remaining in for more than twenty-one days. *BURNS-BURNS (TRUSTEE IN BANKRUPTCY) v. BROWN.* C. A. [1895] 1 Q. B. 324

2. — *Holding for twenty-one days.*] To constitute an act of bankruptcy under s. 1 of the Bankruptcy Act, 1890, by seizure of the debtor's goods by the sheriff's holding them for twenty-one days, the holding by the sheriff must be for twenty-one whole days excluding the day of seizure. *In re NORTH. Ex parte HASLUCK*
[C. A. *affirm.* V. Williams J. [1895] 2 Q. B. 264

BANKRUPTCY—ADJUDICATION.

1. — *Discretion of Court to refuse adjudication.*] (A) Where a receiving order has been made, and a composition is not accepted in pursuance of s. 18 of the Act of 1883, the Court has no discretion under s. 20 to refuse to adjudge the debtor bankrupt merely in order that the creditors may have time to reconsider the proposal for composition. *In re PINFOLD. Ex parte PINFOLD.* - Div. Ct. [1892] 1 Q. B. 73

(B) But on an application for adjudication in a case within s. 20 (1) of the Act of 1883 the Court is not bound forthwith to adjudge the debtor bankrupt, but may for good reasons

BANKRUPTCY—ADJUDICATION—continued.

adjourn the proceeding under s. 105 (2). *In re* LORD THURLOW. *Ex parte* OFFICIAL RECEIVER [C. A. [1895] 1 Q. B. 724]

2. — *Lunatic.*] A lunatic can be adjudicated a bankrupt under the direction of his committee acting with the consent of the Court in Lunacy, but whether he can be so adjudicated independently of the Court in Lunacy, *quære*. *In re* FARNHAM - - C. A. [1895] 2 Ch. 799

BANKRUPTCY—ANNULMENT

1. — *Annulment by consent—Fraud on bankruptcy law—Secret agreement.*] A bankrupt agreed with B. that B. should buy up the debts of the creditors who had proved. All the creditors being satisfied or having assigned the bankruptcy was annulled. After the death of the bankrupt, L., a former creditor, sought to prove against his estate for a sum which the deceased had agreed by letter to pay him in consideration of L. assigning his debt to B. for £2000. This agreement had not been disclosed to the creditors or the Court of bankruptcy:—*Held*, that L. could prove in the administration action because there was no duty to disclose the agreement to the Court of Bankruptcy, as the function of the Court was merely to ascertain whether the proper parties consented, nor to the other creditors, as there was no common basis of consent. *In re* MCHENRY. *McDERMOTT v. BOYD*. *LEVITA'S CLAIM* [C. A. [1894] 3 Ch. 365 : *revers. North J.* [1894] 2 Ch. 428]

2. — *Bankrupt's petition—Adjudication not for benefit of creditors.*] P., who had an inalienable pension, had judgment recovered against him. On a judgment summons an order was made for payment by instalments. P. then presented his petition, with the object of evading the judgment, and was adjudicated bankrupt. The judgment creditor was practically the sole creditor, and the assets were very small:—*Held*, that the presentation of the petition was not an abuse of the process of the Court, and did not entitle the Court to annul the adjudication. *Ex parte* PAINTER. *In re* PAINTER

[Div. Ct. [1895] 1 Q. B. 85]

3. — *Effect of annulment.*] A creditor obtained by consent a judgment for the amount of his debt. The debtor became bankrupt, and the trustee rejected the creditor's proof. The creditor did not appeal, but after the annulment of the bankruptcy sought to enforce his judgment:—*Held*, that the rejection of the proof was an act done by the trustee within the meaning of s. 81 of the Bankruptcy Act, 1869: the rejection of the debt was, therefore, valid and final, and the creditor could not enforce his judgment. *BRANDON v. MCHENRY* - C. A. [1891] 1 Q. B. 538

[*But see Bankruptcy Act, 1883, s. 35 (2).*]

— *of Receiving Order.*

See BANKRUPTCY—RECEIVING ORDER. 1.

BANKRUPTCY—APPEAL.

1. — *Abandoned appeal.*] Where an appeal is abandoned the practice is to make an order dismissing it with costs and not an order giving leave to abandon it. *In re* DOWNING. *Ex parte* MARDON - - C. A. [1891] W. N. 180

BANKRUPTCY—APPEAL—continued.

2. — *Court for appeal from incidental order of High Court.*] The appeal from an incidental order of a judge of the High Court for the time being exercising bankruptcy jurisdiction should be to a Div. Ct. constituted to hear appeals in bankruptcy matters. *In re* DUNHILL. *Ex parte* WILSON - - Div. Ct. [1894] 2 Q. B. 554

3. — *Notice of appeal.*] Except under special circumstances the Court will not extend the time for compliance with the Bankruptcy Rules, 1886, r. 132, as to sending a copy of the notice of appeal to the registrar, and non-compliance should not be treated as an irregularity which can be cured. *In re* VITORIA. *Ex parte* SPANISH CORPORATION [C. A. [1894] 1 Q. B. 259]

4. — *Time for appealing—"Perfecting" of order.*] An order of the Div. Ct. was signed by the registrar and sealed on Dec. 1, and filed on Dec. 2:—*Held*, that the order is perfected under Bankruptcy Rules, 1886, r. 130, when signed by the registrar, and that the time for appealing runs from the date of his signature:—*Held*, also, that it is not necessary to perfect an order that it should be filed with the proceedings. *In re* HELSBY. *Ex parte* TRUSTEE IN BANKRUPTCY

[C. A. [1894] 1 Q. B. 742]

5. — *Trustee—Appointment.*] An appeal lies to the C. A. by the Board of Trade from a decision of the High Court that the objection of the Board to the appointment of a trustee is invalid. *In re* LAMB. *Ex parte* BOARD OF TRADE [C. A. [1894] 2 Q. B. 805]

BANKRUPTCY—ASSETS.

1. — *After-acquired property—Discharge conditional on payment of specified dividend.*] A bankrupt's discharge was suspended until he should pay 5s. in the £. A legacy was left him which was more than sufficient to pay the 5s.:—*Held*, (1) that the order was not valid under the Bankruptcy Act, 1883, but having been acted on for five years must be treated as valid; (2) that the trustee was entitled to the whole legacy, and the bankrupt to an immediate discharge. *In re* HAWKINS. *Ex parte* OFFICIAL RECEIVER

[C. A. (Fry L. J. diss.) [1892] 1 Q. B. 890]

2. — *After-acquired property—Leaseholds—Vesting.*] The proposition that all dealings by the bankrupt in respect of after-acquired property with *bonâ fide* purchasers for value are valid against a trustee who has not intervened applies to leaseholds. *In re* CLAYTON and BARCLAY'S CONTRACT - - Chitty J. [1895] 2 Ch. 212

3. — *After-acquired property—Partnership—Personal earnings.*] Where the personal earnings of an undischarged bankrupt are received periodically, and are more than sufficient to provide for his support, the balance may be made the subject of an order under s. 53 of the Bankruptcy Act, 1883. A partner in a firm of dental surgeons mortgaged his share in the business. The mortgagees brought an action to realize their mortgage and obtained a receiver; subsequently the mortgagor became bankrupt, but continued to carry on business under the terms of the partnership deed. The trustee claimed that the profits which since the bankruptcy had been

BANKRUPTCY—ASSETS—continued.

paid to the receiver should be paid over to him :—*Held*, that the earnings of the bankrupt could not be treated as his personal earnings, and even if they were personal earnings they lost that character by being dealt with as part of a partnership business, and vested in the trustee. *In re ROGERS. Ex parte COLLINS* - V. Williams J. [1894] 1 Q. B. 425

4. — *After-acquired property—Real estate—Intervention of trustee.* A. sold real estate devised to him when an undischarged bankrupt to B. The trustee subsequently discovered the fact, and claimed the real estate :—*Held*, that he was entitled, for the rule that, until the trustee intervenes all transactions with regard to after-acquired property between an undischarged bankrupt and a *bona fide* purchaser were valid against the trustee, did not apply to real estate. *In re NEW LAND DEVELOPMENT ASSOCIATION AND GRAY* C. A. affirm. Chitty J. [1892] 2 Ch. 188

5. — *After-acquired property—Salary or income.* The wages of a workman employed in a colliery are not salary or income within s. 53 of the Act of 1883; no order can, therefore, be made for the payment of part of such wages to his trustee in bankruptcy. *In re JONES. Ex parte LLOYD* - Div. Ct. [1891] 2 Q. B. 231

6. — *After-acquired property—Salary or income.* In order to entitle the Court to appropriate part of a bankrupt's salary or income to creditors under s. 53, sub-s. 2, of the Bankruptcy Act, 1883, the bankrupt must be in actual receipt of the income or salary in question. A bankrupt actor, after a receiving order had been made against him, agreed that his employer should deduct the greater part of his salary in satisfaction of debts which the employer had bought up :—*Held*, that, as to the deducted portion, the bankrupt was not in receipt of it, and that the agreement as to deductions was valid. *Per Lord Esher M.R.*: The Court ought not to cut down too closely a bankrupt's means of living. *In re SHINE. Ex parte SHINE* C. A. [1892] 1 Q. B. 522

7. — *After-acquired property—Undischarged bankrupt trading without knowledge of trustee—Second bankruptcy.* An undischarged bankrupt traded without knowledge of his trustee and acquired property. He assigned by deed all his personal property to a trustee for his creditors, and became bankrupt a second time, the act of bankruptcy being the execution of the deed :—*Held*, that there had been no "dealing for value" with the bankrupt after the first adjudication, and consequently nothing to disturb the title, under s. 44 of the Bankruptcy Act, 1883, of the trustee in the first bankruptcy to all property acquired by the bankrupt prior to his discharge. *In re CLARK. Ex parte BEARDMORE* [C. A. revers. Div. Ct. [1894] 2 Q. B. 393

8. — *Execution—Money paid to avoid sale.* The provision in s. 11 (2) of the Bankruptcy Act, 1890, by which the trustee is entitled, as against the execution creditor, to money paid under an execution in order to avoid sale, does not apply to money paid after execution issued in order to prevent seizure, and the execution creditor is

BANKRUPTCY—ASSETS—continued.

entitled to such money as against the trustee. *BOWEN v. HERR* - Div. Ct. [1895] 2 Q. B. 51; [affirm. by C. A. [1895] 2 Q. B. 337

9. — *Execution against firm—Sale of partnership property—Bankruptcy of one partner—Interpleader.* When execution has been levied against a firm for a partnership debt, and one partner presents his petition in bankruptcy within 14 days, and a receiving order is made against him, s. 11, sub-s. 2, of the Bankruptcy Act, 1890, does not apply, and the official receiver is not entitled to the net proceeds of sale in the hands of the sheriff. *DIBB v. BROOKS & SONS* [Div. Ct. [1894] 2 Q. B. 335

10. — *Following trust money.* Trust money was invested in debentures of a co. which were about to be paid off. The trustees authorized H. & Co., a firm of bankers, with whom they had an account on behalf of the trust, to receive the proceeds of the debentures. The bankers having to pay money to the co. did not receive the amount of the debentures in cash, but gave their own cheque to the co. for the balance due, and credited the trust account with £1600, the amount of the debentures. H. & Co. then suspended payment, having more than £1600 at their own bankers :—*Held*, that the doctrine of following trust money did not apply, as the money secured by the debentures had not been paid to H. & Co., nor by H. & Co. to their bankers, and was incapable of identification, and therefore the balance at H. & Co.'s bankers was part of their estate. *In re HALLITT & Co. Ex parte BLANE* [C. A. revers. V. Williams J. [1894] 2 Q. B. 237

11. — *Lease—Relief against forfeiture.* The right to relief against forfeiture of a lease for non-payment of rent is a *chose in action*, and on bankruptcy vests in the trustee, who can assign it to a purchaser. *HOWARD v. FANSFAWE* [Stirling J. [1895] 2 Ch. 561

12. — *Lunatic bankrupt.* Assuming that a lunatic can be adjudicated bankrupt, the trustee takes subject to the powers of the Court under s. 117 of the Lunacy Act, 1890, and the interest of the lunatic is the first thing to be regarded. *In re FARNHAM* - C. A. [1895] 2 Ch. 799

13. — *Order and disposition—True owner—Book debts.* In order to take book debts out of the order and disposition of an assignor the assignee must give notice to the debtors, and take every possible step to obtain possession of the debts. A mortgagee of book debts who, without notice of any act of bankruptcy by the mortgagor, gives the debtors notice of his assignment is entitled to the protection conferred by s. 49 of the Act of 1883.—Although, from the absence of notice, consent on the part of the true owner to a debt remaining in the order and disposition of a bankrupt is *prima facie* to be inferred, the inference will be rebutted if the true owner takes every possible step to obtain possession of the debt, or if his failure to obtain possession is not attributable to his own fault. *RUTTER v. EVERETT* [[1895] 2 Ch. 372

14. — *Order and disposition—True owner—Trust funds.* Where the trustees named in a settlement of property of a person who afterwards

BANKRUPTCY—ASSETS—continued.

becomes bankrupt have never executed or had any knowledge thereof, or decline the trusts, the beneficiaries, and not the trustees, are the "true owners" for the purpose of giving "consent and permission" to the property being in the "order or disposition" of the bankrupt as "reputed owner" at his bankruptcy, so as to render the property available for his creditors; and such consent and permission can only be effectually given by the beneficiaries when they are capable of giving it, and not, for instance, married women restrained from anticipation or infants. *In re MILLS' TRUSTS* C. A. [1895] 2 Ch. 564

[Compare *Bankrupt Law Consolidation Act, 1849*, s. 125, and *Bankruptcy Act, 1883*, s. 44 (iii).]

15. — *Partnership—Articles—Clause as to bankruptcy—Invalidity.* Partnership articles contained a clause providing for cesser of partnership on bankruptcy and retention of bankrupt's share as a loan to remaining partners. Three partners became bankrupt, and the trustees in their bankruptcy sued to have the bankruptcy clause declared invalid, and for the appointment of a receiver and manager of the business:—*Held*, that the clause must be treated as void, and that the solvent partner should be appointed receiver and manager, but that he must give security, pass his accounts, furnish the trustees with proper accounts, allow them all reasonable access to the books, and pay the balances in his hands into a bank to be agreed. *COLLINS v. BARKER*

[*Stirling J.* [1893] 1 Ch. 578]

16. — *Pension—Indian pension—Payment to trustee—Discretion.* The Court has jurisdiction under s. 53 (2) of the Act of 1883 to order payment to the trustee in bankruptcy of a pension made inalienable by the Indian legislature. There is no rule of law that such an order should not be made; but the discretion is absolute and should be exercised with regard to the facts in each particular case. *In re SAUNDERS. Ex parte SAUNDERS* - Div. Ct. [1895] 2 Q. B. 117;

[*affirm.* by C. A. [1895] 2 Q. B. 424]

17. — *Protected transaction—Charging order.* A charging order under s. 14 of the Judgments Act, 1838, is not a "contract, dealing, or transaction" by or with the bankrupt "for valuable consideration," protected by s. 49 of the Bankruptcy Act, 1883, and is void against the trustee. *Semble, per Lindley L.J.*: Notice that a bankruptcy petition has been dismissed is not constructive notice that an act of bankruptcy has been committed by the debtor. *In re O'SHEA'S SETTLEMENT. COURAGE v. O'SHEA* - C. A. [1895] 1 Ch. 325

18. — *Sale of business to company—Company for benefit of bankrupt.* A trader, being in financial difficulties, sold his business to a limited co. The subscribers to the memorandum of association of the co. were either his relatives or employees. No cash was paid by the co. for the business, and no shares were issued to the public, and all the shares that were issued were issued as fully paid up. The trader was appointed the managing director of the co. Some months afterwards a receiving order was made against the trader, and the same day the co. passed resolutions for a voluntary winding-up:—*Held*, that

BANKRUPTCY—ASSETS—continued.

the business and assets of the co. formed part of the property of the bankrupt divisible amongst his creditors, subject to a first charge thereon in favour of the *bond fide* creditors of the co. *In re CAREY. Ex parte JEFFREYS*

[*V. Williams J.* [1895] 2 Q. B. 694]

And see *COMPANY—INDEMNITY; COMPANY—WINDING-UP—ASSETS*. 1, 2.

— *Settlement made by bankrupt on himself under power of appointment.*

See *SETTLEMENT—Construction*. 9.

19. — *Solicitor's right to retain money paid to him before, for services rendered after, knowledge of act of bankruptcy.*

(A) A solicitor, held to be entitled as against the trustee to retain a sum which he had received under an agreement to defend a person on a crim. charge, the agreement and the receipt of the money being before, but the services rendered after, his knowledge of an act of bankruptcy by that person. *In re CHARLWOOD. Ex parte MASTERS* Div. Ct. [1894] 1 Q. B. 643

(B) Solicitors ordered to pay over to the trustee in bankruptcy a sum handed to them before the bankruptcy of the debtors for defending them on a crim. charge. *In re BETTS and CRAIG. Ex parte COOPER* V. *Williams J.* [1894] W. N. 56

(C) A client who owed money to his solicitor deposited a sum of money with him to meet future costs. Before this sum was spent the client committed an act of bankruptcy, and was afterwards made bankrupt:—*Held*, that the trustee's title related back to the act of bankruptcy, and he was entitled to all the unspent deposit; that the unspent money could not be set off against the client's debt, as the money was deposited for a specific purpose; and that there had not been mutual credits within s. 38 of the Bankruptcy Act, 1883, since one sum was due by the solicitor to the trustee, and the other was due to the solicitor from the bankrupt. *In re POLLITT. Ex parte MINOR* Div. Ct. [1893] 1 Q. B. 175;

[*affirm.* by C. A. [1893] 1 Q. B. 456]

20. — *Stipend of workhouse chaplain—Validity of mortgage.* A chaplain of a workhouse mortgaged his salary, which was paid out of the poor-rate, and afterwards became bankrupt:—*Held* (1) that the stipend, subject to the charge, vested in the trustee; (2) that the mortgage was not void as against public policy, for a clergyman with a cure of souls is not a public officer. An office is not public unless the officer is paid out of national funds and the discharge of the duties of the officer is for the public benefit in a direct or primary sense. *In re MIRAMS* [Cave J. [1891] 1 Q. B. 594]

— *Wife's unsettled reversion.*

See *SETTLEMENT—Equity to Settlement*. 2.

BANKRUPTCY—ATTACHMENT.

Solicitor's liability—Bankruptcy Act, 1882, s. 9. Bankruptcy of a solicitor who is in default under is no bar to the attachment.

(A) *In re EDYE, A SOLICITOR*

[*Chitty J.* [1891] W. N. 1]

(B) *In re SMITH. HANDS v. ANDREWS*

[*Kekewich J.* varied by C. A. [1893] 2 Ch. 1]

BANKRUPTCY—COLONIAL LAW.

— *Conflict of federal and provincial powers.*

See CANADA—LAW OF CANADA—Dominion and Constitutional Law—As to Special Matters. 2.

Land vesting in trustee.] The English Bankruptcy Act of 1869 applies to all H. M.'s dominions. Therefore an adjudication under that Act vests in the trustee in bankruptcy the bankrupt's title to real estate in Lagos, subject to any requirements prescribed by the local law as to the conditions necessary to effect a transfer of real estate. *CALLENDER, SYKES & Co. v. COLONIAL SECRETARY OF LAGOS AND DAVIES. WILLIAMS v. DAVIES* - J. C. [1891] A. C. 460

BANKRUPTCY—COMMITTEE OF INSPECTION.

"Profit derived from transaction arising out of the bankruptcy"—*Sanction of Court—Solicitor to trustee.*] The sanction of the Court under r. 317 of the Bankruptcy Rules, 1886, cannot be given after the profit has been derived, but must be obtained before the business (e.g., that of the solicitor to the trustee in the bankruptcy) from which the profit is to be derived is undertaken.

The "profit derived" by a solicitor is the amount of his costs, less his disbursements out of pocket in the particular matter, and no allowance can be made to him in respect of his general office expenses.

Per Lord Esher M.R.: When one of the members of a committee of inspection is the managing clerk of a solicitor, though it is not a breach of the rule to appoint that solicitor to be solicitor to the trustee in the bankruptcy, yet on general principles such an appointment would be improper, and would be set aside by the Court. *In re GALLARD. Ex parte GALLARD*

[C. A. revers. V. Williams J. [1895] W. N. 146 (1)]

BANKRUPTCY—COSTS.

— *Taxation—Disclaimer of leaseholds.*

See BANKRUPTCY—DISCLAIMER. 2.

1. — *Taxation—Limitation of amount of costs to be incurred.*] In taxing the costs of a solicitor employed by an official receiver acting as trustee the taxing officer's jurisdiction is limited to the amount which the official receiver has been authorized to incur whether by the Board of Trade or the committee of inspection. *In re DUNCAN. Ex parte OFFICIAL RECEIVER*

[C. A. affirm. V. Williams J. [1892] 1 Q. B. 879]

2. — *Taxation—Official receiver.*] On a taxation of costs under rr. 120-124 of the Bankruptcy Rules, 1886, 1890, the official receiver has no right where there is a trustee to appear and take objection to items. He can only attend by leave of the judge or registrar, and cannot even then take part as a litigant in the taxation. *In re NASH & SONS. Ex parte CROFTON, CRAVEN & WORTHINGTON*

[Div. Ct. [1895] W. N. 135 (1)]

3. — *Taxation—Review—Appeal.*] An appeal lies to the judge in bankruptcy from the decision of the Bankruptcy Taxing Master, who has, at the instance of the Board of Trade, reviewed the taxation of a county court registrar. Special costs incurred, owing to adjournments, at the instance of the official receiver disallowed, the county court judge having made no special

BANKRUPTCY—COSTS—continued.

order under s. 105 of the Bankruptcy Act, 1883, as to the items. *In re ALISON. Ex parte JAYNES* [V. Williams J. [1892] 2 Q. B. 587]

BANKRUPTCY—DEED OF ARRANGEMENT.

Rules dated May 4, 1891. St. B. & O. 1591, p. 193.

Trustee's accounts.] Sect. 25 of the Bankruptcy Act, 1890, either does not apply to deeds of arrangement registered before Jan. 1, 1891, or if it does apply to such deeds, it only applies to accounts subsequent to Jan. 1, 1891. *In re NORMAN. Ex parte BOARD OF TRADE*

[C. A. [1893] 2 Q. B. 369]

BANKRUPTCY—DISCHARGE.

1. — *Conditional discharge.*] A bankrupt's discharge was suspended until he should pay 5s. in the £. A legacy was left him which was more than sufficient to pay the 5s.:—*Held* (1) that the order was not valid under the Bankruptcy Act, 1883, but having been acted on for five years must be treated as valid; (2) that the trustee was entitled to the whole legacy, and the bankrupt to an immediate discharge. *In re HAWKINS. Ex parte OFFICIAL RECEIVER*

[C. A. revers. Div. Ct. (Fry L.J. diss.) [1892] 1 Q. B. 890]

2. — *Effect—"Debt or liability incurred by means of any fraudulent breach of trust."*] Costs incurred in an action for fraudulent breach of trust are not "a debt or liability incurred by means of any fraudulent breach of trust," and the discharge releases the bankrupt from them. *In re GREER. NAPPER v. FANSHAW*

[Chitty J. [1895] 2 Ch. 217]

3. — *Refusal—Felony connected with bankruptcy.*] Where a person embezzles money of his employer and subsequently becomes bankrupt, the mere fact that the employer proves in the bankruptcy for the amount so embezzled does not cause the offence to be "a felony connected with the bankruptcy" within the meaning of s. 8 of the Act of 1890, as it is not *ejusdem generis* with the felonies and misdemeanours dealt with by the Debtors Act, 1869, and the Bankruptcy Act, 1883. *In re HEDLEY. Ex parte BOARD OF TRADE* - Div. Ct. [1895] 1 Q. B. 923

4. — *Refusal—Power of Court to review.*] The Court has jurisdiction under s. 104 of the Bankruptcy Act, 1883, to reconsider an absolute refusal of an order of discharge and, if so minded, to discharge the bankrupt. *In re TOBIAS & Co. Ex parte H. A. TOBIAS* - Div. Ct.

[1891] 1 Q. B. 463]

5. — *Suspension—Undue preferences.*] A bankrupt, who was indebted to the exors. of his partner, and also to joint creditors of the firm, within three months of his bankruptcy paid some of his own separate creditors in full. The estate had paid 15s. in the £, and was expected to pay more. The registrar suspended his discharge for two years:—*Held*, that the registrar had to look to the conduct of the bankrupt, and that the bankrupt had been guilty of undue preference.—*Semble*, that even if the creditors would certainly have been paid in full, it was not the less "undue preference." *In re BRYANT. Ex parte BRYANT*

[C. A. [1895] 1 Q. B. 420]

BANKRUPTCY—DISCHARGE—continued.

6. — *Withdrawal of application.* After notice to the creditors and an adverse report made by the Official Receiver, the Registrar allowed the bankrupt to withdraw his application for discharge, on conditions as to costs and renewal of application:—*Held*, that there was jurisdiction to allow the withdrawal. *In re WALLIS. Ex parte BOARD OF TRADE*

[C. A. [1891] W. N. 68]

BANKRUPTCY—DISCLAIMER (OF ONEROUS PROPERTY).

1. — *After-acquired leaseholds.* *Quere*, whether s. 53 of the Bankruptcy Act, 1883, enables a trustee to disclaim after-acquired leaseholds. *In re CLAYTON and BARCLAY'S CONTRACT*

[Chitty J. [1895] 2 Ch. 212]

2. — *Costs—Leaseholds.* The costs of a trustee's application under s. 55 of the Bankruptcy Act, 1883, to disclaim leaseholds, are costs of a "proceeding under the Act" which, as a general rule, are payable out of the estate. Where, therefore, the assets are under £300, such costs are taxable on the lower scale, pursuant to r. 112, sub-s. 2, of the Bankruptcy Rules, 1886. *In re PROCTER* - - - *Cave J.* [1891] 2 Q. B. 433

BANKRUPTCY—DISQUALIFICATION.

1. — *Occupation franchise—Bankruptcy.* A claimant in respect of the occupation of a house as tenant became bankrupt during the qualifying period. The trustee did not interfere with the property, and the landlord continued to accept rent from the bankrupt:—*Held*, that he had been in continuous occupation as a tenant within s. 3 of the Representation of the People Act, 1867, and that the fact that s. 20 of the Bankruptcy Act, 1883, had vested the property in the trustee did not deprive the bankrupt of his right to vote. *MACKAY v. MCGUIRE* Div. Ct. [1891] 1 Q. B. 250

2. — *Retrospective effect of statute.* Sect. 32 of the Act of 1883 is not retrospective; therefore a person adjudicated bankrupt before Dec. 31, 1883, and undischarged, is not disqualified for, e.g., a seat on a school board. *In re SCHOOL BOARD ELECTION FOR THE PARISH OF PULBOROUGH. BOORKE v. NUTT* - C. A. (Escher M.R. dissent.)

[*revers.* Div. Ct. [1894] 1 Q. B. 725]

[*By the Local Govt. Act, 1894* (56 & 57 Vict. c. 73), s. 46 (1) (c), provision is made disqualifying from holding certain offices persons who within five years before election or since election become bankrupt or make a composition or arrangement with their creditors.]

BANKRUPTCY—EXAMINATION OF WITNESSES.

1. — *Pendency of action.* Although the pendency of an action between the trustee and a third party, in relation to the bankrupt's property, is not an absolute bar to the right of the trustee to examine the party under s. 27 of the Bankruptcy Act, 1883, the Court will not as a general rule allow it, or will allow it only under certain restrictions. *In re FRANKS. Ex parte GITTINS* - V. Williams J. [1892] 1 Q. B. 646

2. — *Private examination—Application to take depositions off file.* Every step taken in a bankruptcy for the purpose of enabling the

BANKRUPTCY—EXAMINATION OF WITNESSES—continued.

Court to come to a final determination ought to be placed on the file. Depositions (taken at a private examination under s. 27 of the Bankruptcy Act, 1883, at the official receiver's instance) are a proceeding of the Court within the Bankruptcy Rules, 1886, r. 12, and should be placed on the file, and will not be taken off on the application of the bankrupt. *In re BEALL. Ex parte BEALL*

[C. A. [1894] 2 Q. B. 135]

— *Refusal to answer—Privilege of Parliament.*

See CONTEMPT OF COURT. 5.

BANKRUPTCY—EXECUTION.

— *Payment of money to avoid seizure.*

See BANKRUPTCY—ASSETS. 8.

Sale of goods—Liability of sheriff. A sheriff is justified in selling seized goods after notice of a receiving order, at the request of the official receiver, and a trustee subsequently appointed has no ground of action against him because the goods were not delivered up in accordance with s. 46 of the Act of 1883. *TRUSTEE OF WOOLFORD'S ESTATE v. LEVY* - C. A. [1892] 1 Q. B. 772

[*But see criticisms on judgment of Cave J. in LEE v. DANGAR, GRANT & Co., C. A. [1892] 2 Q. B. 337.*]

BANKRUPTCY—FRAUDULENT PREFERENCE.

1. — *Bill of sale.* The mere fact that a grantor gives a good bill of sale in order to correct a mistake in the original bill, so far from amounting in law to a fraudulent preference, in fact negatives any intention to prefer within s. 48 of the Bankruptcy Act, 1883. *In re TWEEDALE. Ex parte TWEEDALE* - - - Div. Ct.

[1892] 2 Q. B. 216]

2. — *Set-off.* The director of a co. which was in embarrassed circumstances held shares in the co. not fully paid up. He gave the co. a cheque for the balance due on his shares, and on the same day received from the co. a cheque for the same amount for his fees. Within three months the co. was wound up, and the liquidator sought to set aside the payment of fees as a fraudulent preference:—*Held*, that the payment was a fraudulent preference having regard to the special legislation applicable to cos. which is to be read with s. 48 of the Bankruptcy Act, 1883, in applying that s. to insolvent cos. *In re WASHINGTON DIAMOND MINING Co.*

[C. A. [1893] 3 Ch. 95]

BANKRUPTCY—INSOLVENT ESTATES.

1. — *Claim of widow—Costs—Postponement.* In determining whether the estate of a deceased person is insolvent the costs of administration must be taken into account. By the combined effect of s. 10 of the Judicature Act, 1873, and of s. 3 of the Married Women's Property Act, 1882, the claim of a widow for a debt due from the insolvent estate of her husband is postponed to the claims of the other creditors. *In re LENG. TARN v. EMMERSON* - C. A. [1895] 1 Ch. 652

2. — *Creditor's petition—Deceased debtor resident abroad.* A creditor's petition for the administration of the estate of a deceased insolvent ought, if the debtor were not resident in E. and died out of E., to be presented to the High Court

BANKRUPTCY—INSOLVENT ESTATES—contd.

of Justice, i.e. to the London Bankruptcy Court.
In re EVANS. Ex parte EVANS

[O. A. [1891] 1 Q. B. 143]

BANKRUPTCY—LUNATIC.

Ses BANKRUPTCY—ADJUDICATION. 2.

BANKRUPTCY—OFFENCES.

1. — "*Felony connected with the bankruptcy.*"
Embezzlement by the bankrupt prior to his bankruptcy is not a felony connected with the bankruptcy within s. 8 of the Bankruptcy Act, 1890.
In re HEDLEY. Ex parte BOARD OF TRADE

[Div. Ct. [1895] 1 Q. B. 923]

2. — "*Retrospective Enactment.*" Sect. 26 of the Bankruptcy Act, 1890, is not retrospective, so as to render liable to conviction under s. 11, sub-ss. 13, 14, 15, of the Debtors Act, 1869, persons who committed the acts incriminated before Jan. 1, 1891, and presented his own petition after that date. *REG. v. GRIFFITHS*

C. C. R. [1891] 2 Q. B. 145

3. — "*Undischarged bankrupt obtaining credit—Intent to defraud.*" To constitute an offence under s. 31 of the Bankruptcy Act, 1883, it is not necessary to prove an intent to defraud. *REG. v. DYSON*

C. C. R. [1894] 2 Q. B. 176

BANKRUPTCY—OFFICERS AND OFFICES.

The history of the old Bankruptcy Court in Basinghall Street and of Blackwell Hall traced and considered. *PERRY v. EAMES*

[Chitty J. [1891] 1 Ch. 658]

BANKRUPTCY—OFFICIAL RECEIVER.

1. — "*Powers as trustee without a committee of inspection.*" When the official receiver is trustee without a committee of inspection, he is in the same position as any other trustee appointed by creditors, and when proceeding under s. 57 of the Bankruptcy Act, 1883, and the Bankruptcy Rules, 1886, r. 117, must obtain the special authority of the Board of Trade for the act proposed to be done. *In re DUNCAN. Ex parte DUNCAN*

[V. Williams J. [1892] 1 Q. B. 331]

2. — "*Power as to employing solicitor.*" When the official receiver is trustee without a committee of inspection, the Board of Trade have power to authorize him to employ a solicitor, and to limit the amount of costs to be paid to him, and only the amount so sanctioned will be allowed out of the estate. *In re DUNCAN. Ex parte OFFICIAL RECEIVER*

C. A. affirm. V. Williams J.

[1892] 1 Q. B. 879]

BANKRUPTCY—PARTNERSHIP.

1. — "*Articles of Partnership—Clause as to bankruptcy—Invalidity.*" Partnership articles contained a clause providing for ceasing of partnership on bankruptcy and retention of bankrupt's share as a loan to remaining partners. Three partners became bankrupt, and the trustees in their bankruptcy sued to have the bankruptcy clause declared invalid, and for the appointment of a receiver and manager of the business:—*Held*, that the clause must be treated as void, and that the solvent partner should be appointed receiver and manager, but that he must give security, pass his accounts, furnish the trustees with proper accounts, allow them all reasonable access

BANKRUPTCY—PARTNERSHIP—continued.

to the books, and pay the balances in his hands into a bank to be agreed. *COLLINS v. BARKER*

[Stirling J. [1893] 1 Ch. 578]

2. — "*Infant partner.*" If an act of bankruptcy is committed by a firm having an infant partner a receiving order cannot be made against the firm simply, but can be made against the members of the firm "other than" the infant partner: and if a receiving order has been made against the firm simply it can be amended under s. 105 of the Bankruptcy Act, 1883.

Judgment was recovered against a partnership, one member of which, G. W. B., was an infant. A bankruptcy notice was served, the non-compliance with which was alleged in the petition as an act of bankruptcy, and a receiving order was made:—*Held*, by H. L. (E.), varying C. A., that the judgment should be amended by adding after the word "defendants" the words "other than G. W. B.": and that the bankruptcy proceedings should be amended by adding these words after the words "B. Brothers." *In re BEAUCHAMP BROTHERS. Ex parte BEAUCHAMP*

[O. A. [1894] 1 Q. B. 1; H. L. (E.) *sub nom.*

[LOVELL AND CHRISTMAS *v.* BEAUCHAMP

[1894] A. C. 607]

3. — "*Joint creditor—Bankruptcy of all partners.*" After dissolution one partner brought a partnership action, and a receiver and manager was appointed. A judgment creditor of the firm obtained on Ap. 4 an order for the receiver to pay him his debt and costs. On Ap. 5 all the partners were adjudicated bankrupt, but there was no joint adjudication against the firm. In drawing up the order the registrar dated the same May 16, to let in an affidavit of the latter fact:—*Held*, that the judgment creditor was not entitled to an order for payment of his debt and costs, as the interest of each partner had vested in his trustee in bankruptcy before May 16, and because he had acquiesced in the postdating of the order. *MITCHELL v. WEISE. Ex parte FRIEDHEIM*

Chitty J. [1892] W. N. 139

4. — "*Quasi-partnership—Loan—Interest varying with profits—Bankruptcy.*" A person lent a trader money at a fixed rate of interest, with a proviso that, if the trader could not pay the agreed rate out of his profits, the lender should make him an allowance:—*Held*, by Div. Ct., that the loan was in effect an advance at a rate of interest varying with the profits, and, consequently, on the bankruptcy of the trader the lender's claim must be postponed to those of the other creditors under s. 3 of the Partnership Act, 1890. But *held* by C. A., that the agreement was void for uncertainty, and that the lender was entitled to prove for the unpaid balance. *In re VINCE. Ex parte TRUSTEE IN BANKRUPTCY*

[Div. Ct. [1893] 1 Q. B. 587; *revera*, by C. A.

[1892] 2 Q. B. 478]

BANKRUPTCY—PETITION.

1. — "*Amendment—Adding petitioning creditors—Time.*" The Court will not amend a petition by adding as petitioners, after the lapse of three months from the act of bankruptcy on which the petition is founded, creditors whose debts are

BANKRUPTCY—PROOF—continued.

prove against his estate for further arrears of interest:—*Held*, that the proof could not be allowed since there was no privity of contract between the assignee of the equity and the transferee of the mortgage, and no personal liability on the part of the assignee to pay interest. *In re ERRINGTON. Ex parte MASON*

[Div. Ct. [1894] 1 Q. B. 11

7. — *Loan to trader—Interest varying with profits.* In 1881 A. lent B. £20,000 at 5% interest plus by way of additional interest a sum equal to one-fourth of the net profits of B.'s business. In 1886, on negotiations for repayment, A. agreed in writing to continue the existing loan, and B. agreed to pay interest thereon at 10%:—*Held*, that the transaction of 1886 did not amount to a re-lending, that s. 5 of the Partnership Amendment Act, 1865 (now s. 3, of the Partnership Act, 1890), applied, and that in the bankruptcy of B., A. could not prove until all the other creditors were paid in full. *In re HILDESHEIM. Ex parte TRUSTEE IN BANKRUPTCY*

[C. A. revers. Div. Ct. [1893] 2 Q. B. 357

8. — *Partnership creditor—Separate estate of partners.* Sect. 40 (3) of the Bankruptcy Act, 1883, leaves the law as it was previously. Therefore, where there is no joint partnership estate, a creditor of the partnership is entitled to have his debt paid out of the separate estates of the separate partners on an equality with the separate creditors. *In re BUDGETT. COOPER v. ADAMS*

[Chitty J. [1894] 2 Ch. 557

9. — *Partnership creditor—Separate estate of partners—Proof by solvent partner for separate debt against separate estate of insolvent partner.* Where a partnership is insolvent and a proof is tendered by the solvent partner against the separate estate of the insolvent partner, in respect of a separate debt, it is no objection thereto that the dividend to be received from the insolvent's separate estate will swell the surplus of what will eventually go to the solvent partner's estate to pay the joint debts of the partnership. *In re HEAD. Ex parte HEAD (No. 1)*

[V. Williams J. [1894] 1 Q. B. 638

10. — *Provable debt—Surety.* Under s. 37 of the Bankruptcy Act, 1883, the liability of a bankrupt co-surety to contribution, though unascertained at the time of the bankruptcy proceedings, is a debt provable in bankruptcy, and the bankrupt co-surety will be discharged from all liability by a composition under s. 18 of the Act. *WOLMERSHAUSEN v. GULLICK*

[Wright J. [1893] 2 Ch. 514

— *Secured creditor.*

See below, **BANKRUPTCY—SECURED CREDITOR.**

11. — *Security—Secured creditor—Guarantee by third party.* A. gave a promissory note to H. & Co. for money lent, and also a transferable guarantee by the C. Co. H. & Co. handed the note and guarantee to their bankers, who lent them money. The note was dishonoured at maturity. H. & Co. became bankrupt. The C. Co. went into liquidation. D. sought to prove in the bankruptcy of H. & Co. for the whole debt due to him:—*Held*, that H. & Co. had parted with

BANKRUPTCY—PROOF—continued.

the property in the note and the guarantee to their bankers, and that the guarantee had not been handed over to the bankers merely by way of mortgage or lien on the bankrupts' property, and therefore that the bankers were not secured creditors within s. 168 of the Bankruptcy Act, 1883, and need not deduct the value of the guarantee from the amount of their debt. *In re HALLETT & Co. Ex parte COCKS, BIDDULPH & Co. - - - C. A. revers. V. Williams J.*

[1894] 2 Q. B. 256

12. — *Unpaid vendor's lien.* Per V. Williams J.: Under Sch. I, r. 10, of the Bankruptcy Act of 1883, a secured creditor who has voted and omitted to value his security ought always to be allowed to withdraw his proof and be relieved from being deemed to have surrendered his security unless it clearly appears that he has deliberately and purposely abandoned his security. Affirmed by the C. A. on the ground that there was no debt to the creditor, and that his proof was presented under a mistake. *In re BURN. Ex parte CLARKE*

[V. Williams J. [1892] W. N. 123;

[C. A. [1892] W. N. 138

BANKRUPTCY—PROXY.

Attestation. A person appointed by a creditor under r. 15 of Sch. I. of the Bankruptcy Act, 1883, to act as his proxy cannot himself be the attesting witness to the instrument of proxy. *In re PARROTT. Ex parte CULLEN*

[Div. Ct. [1891] 2 Q. B. 151

BANKRUPTCY—PUBLIC EXAMINATION.

Order to file accounts of business alleged to have been carried on by bankrupt. A registrar in bankruptcy, in consequence of allegations made by the bankrupt in his public examination, ordered him to file accounts of a business alleged by the bankrupt to have been carried on by him only as clerk to his wife. The order was made in the absence of and without notice to the wife:—*Held*, that the registrar had jurisdiction to make the order; that it did not amount to a final adjudication on the title to the business; and that if an application were made to commit the bankrupt for disobeying the order, it would still be open to him to prove that the business was his wife's. *In re CROMMIE. Ex parte CROMMIE*

[C. A. [1894] 2 Q. B. 246

BANKRUPTCY—RECEIVING ORDER.

1. — *Annulment—Payment into Court—Payment out after six years—Statute of Limitations (21 Jac. 1, s. 16)—Bankruptcy Act, 1883, ss. 35, 36.* The principles which, under the Bankruptcy Act, 1883, ss. 35, 36, govern the annulment of an adjudication in bankruptcy are also applicable to the annulment of a receiving order. A receiving order was annulled on payment into court by the debtor of a sum sufficient to pay in full those of his creditors for the payment of whose debts he could not produce receipts. After six years, no proof or claim having been made in the meantime by the creditors in question, the debtor applied that the sum in court might be paid out to him:—*Held*, that the Statute of Limitations did not apply, and that he was not

BANKRUPTCY—RECEIVING ORDER—*contd.*

entitled to the order. But *held*, that on the Court being satisfied that there was practically no possibility of the creditors or their personal representatives being found, and on reasonable security being given by the debtor for the repayment into court of the money if at any time the creditors or their personal representatives should appear and make a claim, the sum in court might be paid out to the debtor. *In re DENNIS. Ex parte DENNIS V. Williams J.* [1895] 2 Q. B. 630

2. — *Forfeiture clause in will.* (A) A will contained a condition determining a life interest on its "vesting in or becoming payable to some other person":—*Held*, that the life interest was forfeited on a receiving order being made against the life tenant, for, by the force of that order, the life interest became payable to, although it did not vest in, the official receiver. *In re SARTORIS' ESTATE. SARTORIS v. SARTORIS*

[O. A. *affirm.* Chitty J. [1892] 1 Ch. 11

(B) A. was entitled, under his mother's will, subject to a prior life interest, to the income during his life of a fund, subject to gift over if he should do anything whereby he was "liable to be deprived" of the beneficial enjoyment thereof. Before his interest fell into possession he committed an act of bankruptcy. A petition was presented. His interest then fell in, and the petition was dismissed, but before the dismissal an instalment of the income became payable to A.:—*Held*, that the forfeiture clause had come into operation and that the gift over took effect. *In re LORTUS-OTWAY. OTWAY v. OTWAY*

[Stirling J. [1895] 2 Ch. 235

— *effect on Franchise.*

See **BANKRUPTCY—DISQUALIFICATION. 1.**

3. — *Judgment debt—Power to go behind Judgment.* (A) When a judgment has been obtained by compromise, and an application for a receiving order is founded thereon, the Court has power to reject the debt, as not being a good petitioning creditor's debt, if on going into all the circumstances the compromise appears, though not fraudulent, to have been unfair and unreasonable. *In re HAWKINS. Ex parte TROUP*

[O. A. (Rigby L.J. dissent.) [1895] 1 Q. B. 404

(B) On the hearing of a judgment creditor's petition for a receiving order the Court of Bankruptcy has a discretion under s. 7, sub-s. 3, of the Bankruptcy Act, 1883, on the application of the judgment debtor himself, to go behind the judgment, even in a case where the debtor has previously applied in the action to set aside the judgment and his application has been refused, and the refusal affirmed by the O. A. *In re FRASER. Ex parte CENTRAL BANK OF LONDON*

[O. A. [1892] 2 Q. B. 633

4. — *Judgment debt—Res judicata.* On a creditor's petition the registrar of a Court of Bankruptcy cannot adjudicate whether there is a valid debt on which the judgment is founded, or set the judgment aside or stay execution, but has a discretion as to making a receiving order. *In re VITORIA. Ex parte VITORIA*

[O. A. [1894] 2 Q. B. 387

BANKRUPTCY—RECEIVING ORDER—*contd.*

5. — *Order on judgment summons—Setting aside.* After the making of a receiving order leave was given to continue proceedings on a judgment summons issued before the making of the receiving order:—*Held*, that by O. xxv, r. 29, of the County Court Rules, 1889, as applied to all judgment debtors by r. 361 of the Bankruptcy Act, 1886, the receiving order was a bar to further proceedings on the judgment summons. *In re NUTHALL. FORD v. NUTHALL*

[O. A. *revers.* Cave J. [1891] W. N. 55

6. — *Partnership firm—Infant partner.* A receiving order cannot be made against a firm simply where one of the partners is an infant; but can be made against the firm "other than" the infant partner, and if made against the firm simply, can be amended under s. 105 of the Bankruptcy Act, 1883.

[H. L. (E.) LOVELL AND CHRISTMAS v. BEAUCHAMP [1894] A. C. 607, *varying* O. A. *sub nom.* *In re BEAUCHAMP BROTHERS. Ex parte BEAUCHAMP* — — — [1895] 1 Q. B. 1

7. — *Petition—Parties—Trustee with Beneficial interest.* If a trustee has himself a beneficial interest in the debt, he need not join the *cestui que trust* as co-petitioner in making application for a receiving order. *In re GAMGEE*

[O. A. [1891] W. N. 106

— *Refusal to make—Res judicata.*

See **BANKRUPTCY—PETITION. 7.**

8. — *Refusal to make—Sufficient cause—Ex-tortion.* A debtor had a life interest ceasing on bankruptcy, but no other property. The petitioning creditor did not agree to a proposal of the debtor to secure and pay a composition, and a receiving order was made:—*Held*, that the fact that a receiving order would destroy the only available asset was a sufficient cause why no order should be made.

The petitioning creditor endeavoured to obtain a sum from the debtor for agreeing to an adjournment of the petition:—*Held*, that as he had made the petition a means of endeavouring to extort money from the debtor, no receiving order ought to be made on it. *In re OTWAY. Ex parte OTWAY* — — — O. A. [1895] 1 Q. B. 812

9. — *Rescission—Registrar's discretion.* The Court will not be justified in interfering, or induced to interfere, with the registrar's discretion to refuse to rescind a receiving order except on a very strong case; and before doing so must consider the consequences of such a rescission to future as well as to existing creditors. *In re DAVIDSON. Ex parte DAVIDSON*

[O. A. [1894] W. N. 210

10. — *Rescission—Payment of debt.* When a receiving order has been made the Court, even though the proceedings under it have been stayed, has a discretion as to its rescission, and will not rescind the order merely, upon the consent of the petitioning creditor, nor without a full investigation of all the circumstances including the conduct of the debtor.

BANKRUPTCY—RECEIVING ORDER—contd.

A receiving order had been made; the debtor paid the debt and applied to have the order rescinded. The official receiver opposed:—*Held*, that the order should not be rescinded. *In re FLATAU. Ex parte OFFICIAL RECEIVER*

[C. A. [1893] 2 Q. B. 219]

— Returns of Receiving Orders.

See **BANKRUPTCY—REPORTS AND RETURNS—Receiving Orders.**

11. — *Sheriff, Notice to—Costs.*] Under s. 11, sub-s. 1, of the Bankruptcy Act, 1890, although interpleader proceedings be pending, a sheriff in possession must deliver the goods or their proceeds to the official receiver on being served with notice of a receiving order, and is only entitled as against the official receiver or trustee in bankruptcy to his costs up to the date at which he received notice of the order. *In re HARRISON. Ex parte SHERIFF OF ESSEX*

[Div. Ct. [1893] 2 Q. B. 111]

BANKRUPTCY—RENT.

Distress—Rent accrued due.] Where a tenant becomes bankrupt during the currency of a quarter, so much of the quarter's rent as is apportionable to the part of the quarter prior to the adjudication is, by the Apportionment Act, 1870, "rent accrued due prior to the date of adjudication" within s. 42 of the Bankruptcy Act, 1883, and the landlord is entitled upon the expiry of the quarter to distrain. *In re HOWELLS. Ex parte MANDLEBERG & Co.*

[Div. Ct. [1895] 1 Q. B. 844]

BANKRUPTCY—REPORTS AND RETURNS.

Proceedings Generally, col. 63.

Board of Trade Reports, col. 63.

Receipts and Returns, col. 64.

Receiving Orders, col. 64.

Proceedings Generally.

Reports with tables as to proceedings in the Bankruptcy Court during each of the years 1890 to 1893 are included in Part II. of the Judicial Statistics for those years.

The Statistics for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1894	C. 7510	95	1	s. d. 0 10
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6448	98	1	2 0

Board of Trade Reports.

The Eighth to Twelfth Reports of the Bd. of Trade under s. 131 of the Bankruptcy Act, 1883,

BANKRUPTCY—REPORTS AND RETURNS—

Board of Trade Reports—continued.

with annexes (being the Reports for the years 1890-4) are published as follows:—

Report.	Year.	Reference to Parl. Paper in which Return is published.				
		Session.	Number at foot of Paper.	Vol.	Page.	Price.
12th	1894	{ 1895 Sess. 2 }	418	..	..	d. 8½
11th	1893	1894	304	77	1	8½
10th	1892	1893-4	406	81	1	6
9th	1891	1892	C. 6825	72	1	7
8th	1891	1890-1	C. 6462	77	1	6

Receipts and Expenditure.

Accounts showing the receipts and expenditure on account of bankruptcy proceedings during the years ending respectively March 31, 1891, 1892, 1893, 1894 and 1895 are published as follows:—

Year ending March 31.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1895	1895	374	..	..	d. 1½
1894	1894	262	71	1	1½
1893	1893-4	396	74	Pt. 1.1	1½
1892	1892	349	65	1	1½
1891	1890-1	358	64	1	1½

Receiving Orders.

The Lists of "Receiving Orders," "Adjudications," and "First Meetings" have during the years 1891-1895 been reprinted from the Lond. Gaz. of each Friday and Tuesday in the Weekly Notes of the following Saturday.

A Quarterly Return showing the number of Receiving Orders in the High Court and the several County Courts having Bankruptcy Jurisdiction, is published in the London Gazette.

The last of these Returns showing the number of receiving orders in the High Court and in the several county courts having bankruptcy jurisdiction gazetted in the Years and Quarters ending respectively Dec. 31, 1895, 1894 and 1893 is published. Lond. Gaz. Jan. 3, 1896, p. 23.

BANKRUPTCY—RULES (AND ORDERS).

For list of Rules and Orders as to fees and procedure issued in the years 1891-5, see "Table of Rules and Orders Issued," p. ccxlii.

BANKRUPTCY—SCHEME OF ARRANGEMENT.

1. — *After-acquired property.*] A scheme of arrangement operates only to convey to the trustee property to which the debtor is entitled up to the date of the approval of the scheme by the Court. It does not, unless there be an

BANKRUPTCY—SCHEME OF ARRANGEMENT
—continued.

express stipulation to that effect, include property coming to the debtor after that date, as the approval of the Court is equivalent to an order of discharge. *In re CROOM. ENGLAND v. PROVINCIAL ASSETS CO.* - *Kekewich J. [1891] 1 Ch. 695*

2. — *Approval by Court.* The reasonable security for payment of 7s. 6d. in the pound must be for payment at once or within a short time less than a year. *In re PAINE. Ex parte PAINE*
[C. A. [1891] W. N. 208]

3. — *Approval by Court.* Even though a proposed scheme provides reasonable security for the payment of 7s. 6d. in the pound the Court is not bound to approve the scheme, but has a discretion in the matter under s. 8, sub-s. 9, of the Bankruptcy Act, 1890. *In re BURR. Ex parte BOARD OF TRADE* - C. A. [1892] 2 Q. B. 467

4. — *Board of Trade's right of appeal.* The Bd. of Trade appealed against a scheme of arrangement which had been approved by the official receiver:—*Held*, that, notwithstanding the approval of the official receiver, the Bd. were entitled to appeal under the Bankruptcy Rules, Nov. 1890, r. 24. *In re BURR. Ex parte BOARD OF TRADE* - C. A. [1892] 2 Q. B. 467

5. — *Debt provable in bankruptcy—Rejection of proof—Judgment—Execution.* A receiving order having been made against the deft., a scheme of arrangement was agreed to by his creditors, including the plttf., who was a judgment creditor. The trustee disallowed the plttf.'s proof on the ground that the judgment was in respect of a gambling transaction. The plttf. issued execution:—*Held*, that the execution must be stayed, on the ground that the plttf.'s claim was a debt provable in bankruptcy, and that he was therefore bound by the scheme although he had not received any benefit under it. *SEATON v. DEERHURST (LORD)* C. A. affirm. Pollock B.
[1895] 1 Q. B. 853

BANKRUPTCY—SECURED CREDITOR.

— *Bill of sale—Second bill in substitution for first—Bankruptcy of grantor.*

See BILL OF SALE—SUBSTITUTED BILL.

1. — *Execution Creditor—Possession by sheriff for more than 21 days—Act of Bankruptcy.* To entitle an execution creditor to retain the benefit of his execution against the trustee in bankruptcy of the judgment debtor, the execution must be completed by sale or receipt of the amount of the levy before the sheriff has been in possession for 21 days. If the sheriff remains in for 21 days the act of bankruptcy thereby committed under s. 45 of the Bankruptcy Act, 1890, of which the execution creditor will be deemed to have notice, renders the execution void.

(A) *FIGG v. MOORE BROTHERS* V. Williams J.
[1894] 2 Q. B. 690

(B) *TRUSTEE OF JOHN BURNS-BURNS v. BROWN*
[C. A. [1895] 1 Q. B. 324]

2. — *Interest above 5 per cent.—Assessed value of security allocated in discharge of interest—Proof.* Sect. 23 of the Bankruptcy Act, 1890, which provides that where a debt proved against the estate includes interest, such interest shall for

BANKRUPTCY—SECURED CREDITOR—contd.

the purpose of dividend be calculated at a rate not exceeding 5 per cent., does not prevent a secured creditor who has realised or assessed his security from allocating such value in discharge of interest at a higher rate than 5 per cent., and proving for the principal or balance of principal due to him. *In re FOX AND JACOBS. Ex parte DISCOUNT BANKING CO. OF ENGLAND AND WALES*
[V. Williams J. [1894] 1 Q. B. 438]

3. — *Judgment creditor—Ex parte order for receiver.* Judgment creditors failing to realize their judgment obtained in the action *ex parte* an order for a receiver to receive a share of residuary estate which came to the debtor after the judgment. The debtor became bankrupt before the executors had paid over the share:—*Held*, that the order appointing a receiver should not have been made *ex parte*, and did not make the creditors "secured creditors" within ss. 9 and 168 of the Bankruptcy Act, 1883. *In re POTTS. Ex parte TAYLOR* - C. A. affirm V. Williams J.
[1893] 1 Q. B. 648

4. — *Unpaid vendor's lien.* A. sold to B. a policy of insurance, and obtained judgment for specific performance of the contract. B. became bankrupt:—*Held*, by V. Williams J., that A. was in respect of his unpaid vendor's lien a secured creditor within s. 168 of the Act of 1883:—*Held*, by C. A. that the judgment for specific performance created no debt, and that A. was not a secured creditor. *In re BURR. Ex parte CLARKE*
[V. Williams J. [1892] W. N. 122;
[C. A. [1892] W. N. 138]

BANKRUPTCY—SET-OFF.

1. — *Contrast between "set-off" in bankruptcy and in Winding-up.* The effect of set-off in bankruptcy and in company winding-up contrasted. *In re WASHINGTON DIAMOND MINING CO.*
[1893] 3 Ch. 95

2. — *Deposit of goods with authority to sell subject to approval of price.* The debtor instructed auctioneers to sell his house and furniture, and a sum of money became due from him to them in respect of their charges for the sale of the furniture and the attempted sale of the house. Subsequently he instructed the auctioneers to remove to their own premises certain pictures which had remained unsold, and to sell them subject to his approval of the price. The debtor became bankrupt while the pictures were still unsold, and the pictures were with other property of the bankrupt subsequently sold by the auctioneers, acting upon the instructions of the debtor's trustee in bankruptcy. The auctioneers claimed to deduct from the proceeds the money due to them for their charges in respect of the sale of the furniture and the abortive sale of the house:—*Held*, that the deposit by the debtor of the pictures, with such an authority to sell and receive the proceeds, constituted a giving of credit by him to the defendants; that there were therefore mutual dealings between him and the defendants at the date of the bankruptcy, in respect of which the auctioneers had a right of set-off in bankruptcy under the Bankruptcy Act, 1883, s. 38. *PALMER v. DAY & SONS* - Div. Ct.
[1895] 2 Q. B. 618
D

BANKRUPTCY—SET-OFF—continued.

3. — *Mutual credits or dealings—Life assurance company.* The debt effected with the plff. co. two policies for a fixed period on his own life, which had not matured at the date when the winding-up of that co. was commenced. Before such date he had obtained loans from the co. on mortgage of the policies. By an arrangement under the Joint Stock Companies Arrangement Act, 1870, to which the debt. did not consent, the policies of the plff. co. were transferred to the O. Co., and the policies were largely reduced, the debt's policies being reduced to an amount less than the loans. In an action by the plff. co. against the debt. to recover the amount of the loans:—*Held*, that the debt. was entitled to set off the amount of the original policies. *SOVEREIGN LIFE ASSURANCE CO. v. DODD*

[Charles J. [1892] 1 Q. B. 405; affirm.

[by C. A. [1892] 2 Q. B. 573

— *Mutual credits or dealings—Solicitor and Client.*
See **BANKRUPTCY—ASSETS.** 19.

BANKRUPTCY—SMALL BANKRUPTCY.

Summary administration—Leave to issue execution—Sect. 122 (5) of the Act of 1883—Rules of Dec. 21, 1888, r. 15.] While an order for summary administration under s. 122 of the Act of 1883 is in force, the County Court has no power under sub-s. 5 of that s. to allow execution to issue. *In re FRANK* Div. Ct. [1894] 1 Q. B. 9

BANKRUPTCY—STAY OF PROCEEDINGS.

Attachment under s. 4 of Debtors Act, 1869.] The prohibition in s. 9 of Bankruptcy Act, 1883, relates to debts only, and does not take away the jurisdiction of the Court to make an order, under s. 4, sub-s. 3, of the Debtors Act, 1869, for the committal or attachment of a defaulting trustee against whom a receiving order in bankruptcy has been made, for such orders are not to be regarded simply as a form of civil process, but are punitive in their nature. *In re SMITH. HANDS v. ANDREWS* - - C. A. varying *Kekewich J.* [1893] 2 Ch. 1

BANKRUPTCY—TRUSTEE.

— *Bill of sale—Protection against trustee.*

See **BILL OF SALE—REGISTRATION.**

— *Costs—Employment of solicitor.*

See **BANKRUPTCY—OFFICIAL RECEIVER.** 2.

— *Foreclosure action—Transfer to Queen's Bench Division.*

See **MORTGAGE—FORECLOSURE.** 7.

1. — *Appointment.]* An appeal lies to the C. A. by the Board of Trade from a decision of the High Court that the objection of the Board to the appointment of a trustee is invalid. *In re LAMB. Ex parte BOARD OF TRADE*

[C. A. [1894] 2 Q. B. 805

2. — *Appointment—Conflicting interests—Objection by Board of Trade.]* On an objection by the Board of Trade to the appointment of the trustee in bankruptcy on the ground that his connection with or relation to the bankrupt or his estate made it difficult for him to act with impartiality in the interests of the creditors generally, the Court has not to exercise its discretion in the matter, but only to consider whether

BANKRUPTCY—TRUSTEE—continued.

on the facts the objection is valid in point of law. Therefore, where the trustee in bankruptcy would have to investigate his own account as trustee under a deed of arrangement, the Court upheld the objection. *In re MARDON*

[V. Williams J. [1895] W. N. 152 (2)]

3. — *Appointment—Objection by Board of Trade—Conflicting interests—Two estates—Same trustee.]* G. was appointed trustee of the estate of E., a bankrupt, and subsequently of that of L. G. was a creditor of E.'s estate for a large amount, and of L.'s for a small amount. The only asset of either E. or L. was an interest in certain property as to half of which E. alleged that L. was trustee for him. The Board of Trade objected to G.'s appointment as trustee for L.'s estate, on the ground that his connection with the bankrupt or his estate made it difficult for him to act impartially:—*Held*, that the objection was valid. *In re LAMB. Ex parte BOARD OF TRADE* - - C. A. revers. V. Williams J.

[1894] 2 Q. B. 805

4. — *Mortgage of reversion by undischarged bankrupt—Sale by mortgagees—Injunction.]* An undischarged bankrupt mortgaged a contingent reversion. The mortgagees put it up for sale subject to the rights of the trustee and of the creditors under the bankruptcy. The trustee obtained a perpetual injunction from a county court judge restraining the mortgagees from proceeding with the sale:—*Held*, that the judge had no jurisdiction to make such order, the proposed sale being within the powers of the mortgagees and not being of any property vested in the trustee. *In re EVELYN. Ex parte GENERAL PUBLIC WORKS AND ASSETS CO.*

[Div. Ct. [1894] 2 Q. B. 308

— *Official Receiver acting as Trustee.*

See **BANKRUPTCY—OFFICIAL RECEIVER.**

5. — *Remuneration—Alteration by Board of Trade.]* The Bd. of Trade has power under s. 72 of the Bankruptcy Act, 1883, on the application of the prescribed number of dissentient creditors, to fix the remuneration of the trustee not only when the remuneration has been fixed by resolution of the creditors, but also when it has been fixed by a resolution of the committee of inspection in pursuance of authority delegated to them by a resolution of the creditors. *In re GALLARD. Ex parte HARRIS* C. A. affirm. V. Williams J.

[1892] 1 Q. B. 532

— *Rights over Property of Bankrupt.*

See **BANKRUPTCY—ASSETS.**

6. — *Statute of Limitations.]* The Statute of Limitations runs against a trustee in bankruptcy in the same way as it would against the bankrupt himself. *In re MANSEL. Ex parte NORTON* - - C. A. [1892] W. N. 32

— *Tenant for life bankrupt.*

See **VENDOR AND PURCHASER.**

7. — *Title—Perfecting title—Notice—Priority.]* There is nothing in the Bankruptcy Act, 1883, to shew that it was the intention of the legislature, when vesting a bankrupt's equitable choses in action in the trustee, to relieve him of the effect of the rules of equity as to perfecting his title by notice to the holders of the fund. A

BANKRUPTCY—TRUSTEE—continued.

bankrupt became entitled to a reversionary interest in a fund held by trustees under a will, but did not know of it nor include it in his statement of affairs. Before his discharge it fell into possession; after discharge he mortgaged it to a person who had no notice of the bankruptcy, and gave notice to the trustees of his mortgage:—*Held*, that the subsequent mortgagee by his notice had obtained priority over the trustee in bankruptcy. *In re STONE'S WILL*

[Chitty J. [1893] W. N. 50]

8. — *Unclaimed funds or dividends—Liability to render account—Limitation of time.* The words "any such trustee" in s. 162 (2) (a) of the Act of 1883, mean any trustee appointed under the prior Bankruptcy Acts mentioned in the 4th schedule to that Act: and upon an application by the Board of Trade to enforce against a trustee an order for an account made under clause (b), it is not necessary for the Board to shew that the trustee has, since the passing of the Act of 1883, had in his hands funds which he was bound under clause (a) to pay into the Bank of England. The Trustee Act, 1888, s. 8, either does not apply to a trustee in bankruptcy, who is an officer of the Court, or, if it does, it does not operate to bar the enforcement against such a trustee of an order to account. *In re CORNISH. Ex parte BOARD OF TRADE* - Div. Ct.

[1895] 2 Q. B. 634; affirm. by C. A.

[1895] W. N. 152 (3)]

BANKRUPTCY—VOID SETTLEMENT.

[See s. 47 of the Bankruptcy Act, 1883.]

1. — *Extent of avoidance.* A voluntary settlement which is "void against the trustee" under s. 47 of the Act of 1883 is void for all purposes, and does not entitle the trustee to stand in the place of the beneficiaries.

(A) *SANGUINETTI v. STUCKEY'S BANKING CO., LD.* - Chitty J. [1895] 1 Ch. 176

(B) *In re FARNHAM* - C. A. [1895] 2 Ch. 799

The trustee therefore has not priority over incumbrancers subsequent to the settlement. *Seem*, the effect of such an order is to accelerate subsequent incumbrances generally. *SANGUINETTI v. STUCKEY'S BANKING CO., LD.*

[Chitty J. [1895] 1 Ch. 176]

Nor can the trustee under the avoided settlement defeat a prior title to the settled property, such as the paramount jurisdiction of the Court in Lunacy where the settlor has, between the dates of the settlement and the adjudication in bankruptcy, been found lunatic. *In re FARNHAM*

[C. A. [1895] 2 Ch. 799]

2. — *"Purchaser in good faith."* In order to constitute a "purchaser in good faith" within s. 47 of the Bankruptcy Act, 1883, it is sufficient if there be good faith on the part of the purchaser; it is not necessary that both parties to the transaction should act in good faith. A wife (married in 1883) after marriage allowed her separate property to pass into her husband's hands, but not as a gift nor as a loan for the purposes of his trade. The husband having applied part of the property to his own use, settled the residue, together with property of his own, upon trusts under which he took a life interest, with a

BANKRUPTCY—VOID SETTLEMENT—contd.

proviso for cesser in the event of his bankruptcy; the wife had no notice of any fraudulent intention on the husband's part:—*Held* (1.) that the settlement was not void under s. 47 of the Bankruptcy Act, 1883; (2.) that to the extent of the wife's property received by the husband the proviso for the cesser of his life interest was good; and (3.), that s. 8 of the Married Women's Property Act, 1882, did not apply. *MACKINTOSH v. FOGGSE* - Stirling J. [1895] 1 Ch. 506

3. — *Purchaser for value and in good faith from donee.* "Void" in s. 47 of the Bankruptcy Act, 1883, means "voidable" and a *bond fide* purchaser for value from a beneficiary under a settlement falling within the s., whether with or without notice of the settlement, has a good title against the trustee in bankruptcy.

(A) *In re VANSITTART. Ex parte BROWN* (No. 2)

[V. Williams J. [1893] 2 Q. B. 377]

(B) *In re BRALL. Ex parte NORTON*

[V. Williams J. [1893] 2 Q. B. 381]

4. — *"Settlement"—Gift of jewels by husband to wife.* A husband gave his wife valuable jewels on certain anniversaries within two years of his bankruptcy. There was no written transfer:—*Held*, that the gifts were a "settlement," and therefore void under s. 47 (3) of the Act of 1883, as against the trustee in bankruptcy. *In re VANSITTART. Ex parte BROWN* (No. 1)

[V. Williams J. [1893] 1 Q. B. 181]

5. — *Transfer of property in consideration of liability undertaken.* A., in consideration of B.'s paying his debt and taking on himself a liability, conveyed his property in trust for C.; and B., in consideration of A. so conveying the property, agreed to pay A.'s debt and to take on himself a liability:—*Held*, that there was a consideration moving from A. to B. and from B. to A., and that, therefore, the transaction did not amount to a voluntary settlement either by A. or B. within s. 47 of the Bankruptcy Act, 1883. *In re DALE AND ELSDEN* - Stirling J. [1892] W. N. 56

BARBADOS.

— Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Law of Barbados.

Water Supply Act, 1886, s. 11, 23—Compensation—Past and future profits. Compensation for the abstraction of streams of water by a co. under the Water Supply Act, 1886, includes the value of the owners' proprietary interest, and that possible future benefit is an element not to be excluded in assessing such compensation. *TRENT-STOUGHTON v. BARBADOS WATER SUPPLY CO.*

[J. C. [1893] A. C. 502]

BARBED WIRE.

See HIGHWAY—Obstruction.

BASE FEE.

See MARRIED WOMAN—PROPERTY—Generally. 5; SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 1.

BASTARD.

— Legitimation.

See WILL—CHILDREN. 3.

BASTARD—continued.

Service of Notice—“Last place of abode”—Jurisdiction of Justices. A bastardy summons was served at the house where the putative father had resided when last in England. At the time of the service he was resident in America:—*Held*, that his “last place of abode” for service within s. 4 of the Bastardy Laws Amendment Act, 1872, was his American residence, and the service was bad:—*Held*, also, that the Court had power on an application for a *certiorari* to inquire into the validity of the service, as the jurisdiction of the justices only attached on proof that the summons was duly served. *REG. v. FARMER*

[C. A. [1892] 1 Q. B. 637

See also SETTLEMENT—Construction. 11.

BATH.

See LONDON COUNTY—AUTHORITIES—Vestries, &c. 1.

BEER.

—Sale at unauthorized place.

See INTOXICATING LIQUORS—Offences. 6.

BEERHOUSE.

See INTOXICATING LIQUORS—Licence. 2, 3, 4.

BEHRING SEA.

—Seal fishery.

See FISHERY—Sea.

BELFAST.

See SHIP—PILOTAGE—Bye-laws.

BELGIUM.

See FISHERY—Sea.

BENEFICE.

—Parsonage house.

See ECCLESIASTICAL LAW—Parsonage House.

—Presentation to.

See ECCLESIASTICAL LAW—Advowson.

—Sequestration.

See ECCLESIASTICAL LAW—Sequestration.

“BENEFICIAL OCCUPATION.”

See COMPANY—WINDING-UP—PREFERENTIAL PAYMENTS.

BENEFICIAL OWNER.

—Assignment of bequeathed share.

See WILL—CONDITION. 3.

—Conveyance as.

See VENDOR AND PURCHASER—Conveyance. 1, 2.

—Directors—Qualifying shares.

See COMPANY—DIRECTORS—Qualifying Shares. 10, 11.

BERMUDAS.

—Death duties.

See DEATH DUTIES—Estate Duty.

BERNE CONVENTION.

See COPYRIGHT—International. 1, 4, 5.

“BEST RENT.”

—Lease under Settled Land Acts.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 12.

BETTING.

See GAMING (AND BETTING).

BIAS (DISQUALIFICATION BY).

See ARBITRATION—Arbitrators. 4, 9.

JUSTICES — Disqualification — By Bias.

BIGAMY.

See DIVORCE—BIGAMY.

BILL OF COSTS.

See SOLICITOR—BILL OF COSTS.

BILL OF EXCHANGE.

1. — *Acceptance, whether qualified.* If the acceptor of a bill of exchange desires to qualify his acceptance, he must do so on the face of the bill in clear and unequivocal terms, and so that any person taking the bill could not if he acted reasonably fail to understand that it was accepted subject to an expressed qualification. *DEBOIX, VERLEY ET CIE v. MEYER & Co.*

[H. L. (E.) (Lords Bramwell and Morris diss.)

[1891] A. C. 520 affirm. C. A. 25 Q. B. D. 343

—Action on—Claim for interest specially indorsed on writ.

See PRACTICE—WRIT—Writ Specially Indorsed. 17.

2. — *Alteration—Forgery—Negligence—Estoppel.* A. accepted a bill for £500. The stamp was sufficient to cover £4000 on which the bill was drawn. The drawer fraudulently altered the bill to £3500:—*Held*, by Charles J., that the excessive amount covered by the stamp was not evidence of negligence by the acceptor sufficient to estop the acceptor from setting up the alteration in an action on the bill:—*Held*, also, that the bill was altered before “issue,” and therefore did not become a new bill requiring a fresh stamp. Affirm. by C. A. (Lopes L.J. dissent.), on the grounds (i.) that the acceptor of a bill owes no other duty to the drawer or holder than to pay the bill when due; (ii.) that the acceptance of the bill in the form in which it was presented was not evidence of negligence; (iii.) that even if there was negligence the forgery and not the negligence was the cause of the plaintiff's loss. *SCHOLFIELD v. EARL OF LONDESBOROUGH*

[Charles J. [1894] 2 Q. B. 680;

[C. A. [1895] 1 Q. B. 536

3. — *Cheque—Post-dated.* A post-dated cheque stamped as a cheque is admissible in evidence in an action brought after the date of the cheque, since under the Stamp Act, 1891, the test of admissibility is whether an instrument when tendered in evidence appears to be sufficiently stamped. *ROYAL BANK OF SCOTLAND v. TOTTENHAM* — C. A. [1894] 2 Q. B. 715

4. — *Dishonour—Days of grace—Payment—Accrues of right of action.* A right of action does not accrue on a bill of exchange until after the expiration of the whole of the last day of grace, although a right to protest and to give notice of dishonour accrues immediately on refusal of payment. *KENNEDY v. THOMAS*

[C. A. revers. Cave J. [1894] 2 Q. B. 759

5. — *Expenses—Proof.* Drawers of unpaid bills of exchange are entitled under s. 51, sub-s. 2, and s. 57, sub-s. 1, of the Bills of Exchange Act, 1882, to prove for expenses of protest for non-payment, but not for expenses of protest for

BILL OF EXCHANGE—continued.

better security or for commissions paid to their own bankers. *In re ENGLISH BANK OF THE RIVER PLATE. Ex parte BANK OF BRAZIL*

[*Whitty J. [1893] 2 Ch. 438*

6. — *Fictitious or non-existent person.* A non-existent person in whose favour cheques are drawn is not the less a "fictitious or non-existent person" within the meaning of the Bills of Exchange Act, 1882, s. 7 (3), because at the time of drawing the drawers supposed him to be a real person. Consequently such cheques must be treated as payable to bearer, and therefore a holder in due course of such cheques is entitled to the amounts received by him for them. *CLUTTON & Co. v. ATTENBOROUGH* - - - *Wills J.*

[*[1895] 2 Q. B. 306; affirm. by C. A.*

[*[1895] 2 Q. B. 707*

7. — *Fictitious or non-existent person—Liability of bank for payment of forged bills.* A clerk prepared certain documents in the form of bills to which he forged the names of two firms with whom his principal had dealings, one as drawer, and the other as payee. He also by fraud obtained the signature of his principal as acceptor of the documents, and also to letters advising the bank that they were coming in for payment. The bank paid the money to the forger:—*Held*, by H. L. (Lords Bramwell and Field, diss.), that the loss fell on the principal and not on the bank:—*Held*, also, that if the Bills of Exchange Act, 1882, applied, the bills were payable to bearer, as the words "fictitious or non-existent person" in s. 7, sub-s. 3, included a real person who never had or was intended to have any right to the bill. *BANK OF ENGLAND v. VAGLIANO BROTHERS* H. L. (E.). [*[1891] A. C. 107*

[*revers. Charles J. 22 Q. B. D. 103*

[*and C. A. 23 Q. B. D. 243*

8. — *Form—Bill made payable to "—order."* An instrument made payable to "—order," the blank never having been filled in, must be construed as payable to "my order"—that is, to the order of the drawer, and, if indorsed by him, it becomes a valid bill of exchange. *CHAMBERLAIN v. YOUNG*

[*C. A. [1893] 2 Q. B. 206*

9. — *Guarantee—Renewal—Variation.* A. guaranteed the payment of two bills of a certain amount each as a condition for renewal. The plaintiffs did not renew the bills, but granted new bills of a different amount; but the total sum covered by the new bills was the same as that covered by the old:—*Held*, that "renew" was not used in a technical sense, and that the guarantor intended to guarantee the debt represented by the old bills. *BARBER v. MACKRELL*

[*C. A. [1892] W. N. 133 revers.*

[*North J. [1892] W. N. 87*

10. — *Indorsement—Negotiation—Contempt of court.* A deft. was restrained from negotiating certain bills payable to his order. The bills at the date of the order were in the possession of his solicitor as security for a debt. Subsequently deft., at the solicitor's request, indorsed one of the bills:—*Held*, that the delivery of unindorsed bills to the solicitor was not negotiating them; that the indorsement by converting the solicitor

BILL OF EXCHANGE—continued.

from a transferee into a "holder" was negotiation; and that the solicitor, by exercising his right to call for indorsement under s. 31, sub-s. 4, of the Bills of Exchange Act, 1882, and the deft. by making the indorsement were guilty of a contempt of Court. "Bearer" means the person in possession of a bill payable "to bearer." "Holder" means the payee or indorsee of a bill or note. *DAY v. LONGHURST*

[*Stirling J. [1893] W. N. 3*

11. — *Infant—Acceptance.* An infant cannot bind himself by the acceptance of a bill of exchange, even when the bill is given for the price of necessities supplied to him during infancy. Such an acceptance is wholly void, even in the hands of an indorsee for value without notice of the infancy. *In re SOLTYKOFF. Ex parte MARGRETT* - - - *C. A. [1891] 1 Q. B. 413*

12. — *Liquidated damages—Expenses of noting—Bank charges.* In an action on a bill of exchange, the writ was indorsed for the amount of the bill, and a further sum, described as "bank charges":—*Held*, that this was a liquidated demand under O. XIII., r. 3, the expenses of noting, here sufficiently described as "bank charges," being liquidated damages by s. 27 of the Bills of Exchange Act, 1882. *DANDO v. BODEN*

[*Div. Ct. [1893] 1 Q. B. 318*

13. — *Misappropriation by agent.* Acceptances with the drawer's name in blank were delivered by prosecutors to the prisoner to be discounted. He subsequently completed the bills, discounted them, and converted the proceeds to his own use:—*Held*, that the acceptances were "securities for the payment of money" within s. 75 of the Larceny Act, 1861. *REG. v. BOWERMAN* - - - *C. C. R. [1891] 1 Q. B. 112*

14. — *Payment and discharge—Cancellation without authority.* Where an agent is employed by the holder of a bill to receive payment from the acceptor, and receives payment from him clogged with a condition without assent to which the holder is not entitled to retain the money paid, the agent is not entitled to treat such conditional payment as if it were an absolute payment, and to cancel the bill, as paid before he has received the assent to the condition. *BANK OF SCOTLAND v. DOMINION BANK (TORONTO)*

[*H. L. (S.) [1891] A. C. 592*

15. — *Procurator—Acceptance or indorsement "per pro"—Agent's authority.* Where an agent accepts or indorses "per pro," the taker of the bill or note so accepted or indorsed is bound to inquire as to the extent of the agent's authority. Where an agent has such authority, his abuse of it does not affect a *bona fide* holder for value. *BRYANT, POWIS & BRYANT v. BANQUE DU PEUPLE. SAME v. QUEBEC BANK, LD.*

[*J. C. [1893] A. C. 170*

16. — *given for Rent—Suspension of right of distress.* The fact of a landlord taking a bill of exchange from his tenant for rent due is some evidence of an agreement by the landlord to suspend his remedy by distress during the currency of the bill. *PALMER v. BRAMLEY*

[*C. A. [1895] 2 Q. B. 405*

17. — *Transfer—Indorsement abroad—Conflict*

BILL OF EXCHANGE—continued.

of laws—Equities.] A bill of exchange drawn and accepted by English firms and payable in England was indorsed in Norway by the payees to the order of M., who indorsed it in blank, and handed it in Norway to S. as agent for A., an Englishman resident in London, and for an English firm of A. & Co. in which A. & J. were partners. While the bill was current it was seized in execution under a Norwegian judgment against J., and when overdue was sold by auction to M., who sold the bill in Sweden to K. without any notice of infirmity of title. On claims by K. and A. & Co. to the proceeds of the bill:—*Held*, (1.) that as the question was, which of two persons was entitled to receive payment and the payer was not affected, the Bills of Exchange Act, 1882, s. 72, did not apply; (2.) that the case was governed by the law of the country (Norway) where the bill was transferred, and, on that law, the equitable claim of A. & Co. could not be sustained. *ALCOCK v. SMITH*

[*Bomer J. affirm.* by C. A. [1892] 1 Ch. 238

18. — *Words prohibiting transfer* (45 & 46 Vict. c. 61), ss. 8, 73, 76.] In order to prevent a cheque, drawn payable to order, being negotiable, the intention must be clearly expressed. Crossing the cheque to the payee's account at a particular bank is not sufficient. Conditions necessary for rendering a cheque not negotiable considered. *NATIONAL BANK v. SILKE*

[C. A. [1891] 1 Q. B. 435

And see CHEQUE.

BILL OF LADING.

See SHIP—BILL OF LADING.

BILL OF SALE.

The Bills of Sale Act, 1890, was amended by the Bills of Sale Act, 1891 (54 & 55 Vict. c. 35).

Instrument whether Bill of Sale or not, col. 75.

Priority, col. 79.

Registration, col. 79.

Satisfaction, col. 79.

Seizure, col. 80.

Statutory Form, col. 80.

Substituted Bill, col. 84.

True Owner, col. 84.

BILL OF SALE—COLONIAL LAW.

See NEW SOUTH WALES—Law of New South Wales. 1.

BILL OF SALE—INSTRUMENT WHETHER BILL OF SALE OR NOT.

1. — *Assignment for benefit of creditors—Exclusion of creditors not executing within time limited.*] A debtor assigned all his personal estate to trustees for the benefit of his creditors by a deed registered under the Deeds of Arrangement Act, 1887, but not registered as a bill of sale. The deed contained a proviso that no creditor should benefit who did not within three months assent to the deed:—*Held*, that notwithstanding the proviso, the deed was "an assignment for the benefit of the creditors of the person making the same," within s. 4 of the Bills of Sale

BILL OF SALE—INSTRUMENT WHETHER BILL OF SALE OR NOT—continued.

Act, 1878, and did not require to be registered as a bill of sale. *HADLEY & SON v. BERDOM*

[Div. Ct. [1895] 1 Q. B. 646

2. — *Attornment.*] W. mortgaged premises occupied by him. The mortgage deed contained an attornment clause, and a power of distress on non-payment of rent by way of interest on the loan. Subsequently, by letter written to the mortgagee, W. acknowledged that he held the mortgaged premises as tenant at a weekly rent slightly in excess of the interest under the mortgage, admitted arrears of rent to be due, and undertook to deliver up possession at any time on four weeks' notice:—*Held*, that the attornment clause and the letter modifying it were bills of sale and void under s. 8 of the Act of 1882 for want of registration. *GREEN v. MARSH*

[C. A. affirm. *Wright J.* [1892] 2 Q. B. 330

3. — *Authority to sell—Written authority—Licence to take possession.*] The owner of goods seized under a writ of *fi. fa.* verbally agreed with an auctioneer that in consideration of his paying out the sheriff the auctioneer should hold possession of the goods, sell them by auction, and pay the balance (if any) to the owner. This agreement was reduced into writing and the sheriff was paid out, the man in possession remaining in possession for the auctioneer:—*Held*, that the written agreement was not an assurance or licence to take possession, or in any other respect a bill of sale within the Acts of 1878 or 1882; as it did not constitute the auctioneer's title, and did not operate, and was not intended to operate, the goods were actually transferred from sheriff to auctioneer. *CHARLESWORTH v. MILLS*

[H. L. (E.) [1892] A. C. 231; *revers.* C. A. [25 Q. B. D. 421

4. — *Debenture of incorporated Company—Priority over execution creditors.*] The mortgages or charges of any incorporated co., for the registration of which statutory provision has already been made by the Companies Clauses Act, 1845, or by the Companies Act, 1862, are not bills of sale within the scope of the Bills of Sale Act, 1878. Debentures of a joint stock co. limited creating a charge on the floating, real and personal property of the co. are expressly excepted from the operation of the Bills of Sale Act, 1882, by s. 17 of that Act. Limited companies with borrowing powers fall within the words "or other incorporated company" in s. 17 of the Bills of Sale Act, 1882, and the words are not to be restricted to companies *ejusdem generis* with mortgage or loan companies. *In re STANDARD MANUFACTURING CO.* — C. A. [1891] 1 Ch. 637

5. — *Debenture of industrial and Provident Society.*] Inasmuch as there is not in the case of societies registered under the Industrial and Provident Societies Acts a statutory provision requiring their securities to be registered, debentures given by societies registered under these Acts are not (like the debentures of companies under the Companies Act, 1862) exempted by s. 17 of the Bills of Sale Act, 1882, from the statutory requirements in respect of bills of sale. *GREAT NORTHERN RLY. CO. v. COAL CO-OPERATIVE SOCIETY V. Williams J.* [1895] W. N. 142 (6)

**BILL OF SALE — INSTRUMENT WHETHER
BILL OF SALE OR NOT—continued.**

8. — *Delivery order.*] The plttf. borrowed two sums from the deft. on the security of furniture warehoused with T., giving two promissory notes and two memoranda undertaking to pay interest on the two sums, and handing to T. a delivery order in favour of the deft. The plttf. having made default in payment the deft. removed the furniture from T.'s warehouse and advertised it for sale:—*Held*, that the delivery order did not require registration as a bill of sale, the whole transaction being one of pledge, and the delivery order being equivalent to possession by the pledgees. *GRIGG v. NATIONAL GUARDIAN ASSURANCE CO.* *Kekewich J. [1891] 3 Ch. 206*

7. — *Hiring agreement.*] (A) To decide whether a document is or is not a bill of sale the Court must look into the real transaction between the parties. Plttf. being in want of money to pay his rent, requested his landlord to distrain on his goods and sell them to the deft. co. Plttf. received the money, and then entered into a hire-purchase agreement with the co. for the use of the furniture and repurchase by monthly instalments. The deft. co. subsequently seized the goods for default in compliance with the terms of the hiring agreement:—*Held*, that the arrangement was not intended to pass any beneficial interest to the defts. till the execution of the hiring agreement, and that till such execution the defts. had no title to the goods, and that the hiring agreement was a bill of sale, and not being registered was void. *BECKETT v. TOWER ASSETS CO.* *C. A. [1891]*

[1 Q. B. 638; *revers. Cave J. [1891] 1 Q. B. 1*

(B) To determine whether a hire-purchase agreement be a real sale with condition of repurchase, so as not to require registration as a bill of sale, or a mortgage, in a form intended to evade the Bills of Sale Acts, the Court must consider the true nature of the document in dispute. *UNITED FORTY POUND LOAN CLUB v. BEXTON* — *Fry L.J. [1891] 1 Q. B. 28, n.*

(c) In considering whether a document is or is not a bill of sale the Court must disregard the form of the document and look into the true nature of the transaction:—*Held*, in the cases, that the documents did not represent the real transaction between the parties, their intention being merely to create a security for money, and therefore, as they were not registered, the borrower was entitled to shew the nature of the transaction, and could maintain an action against the lender who had seized the chattels for breach of the terms of the hiring agreement.

(a) *MADELL v. THOMAS & CO.*

[C. A. [1891] 1 Q. B. 230

(b) *BECKETT v. TOWER ASSETS CO.*

[C. A. [1891] 1 Q. B. 638; *revers. Cave J. [1891] 1 Q. B. 1*

(d) A gas-engine was let on hire at a rent payable by instalments; on payment in full the agreement to be at an end and the engine to become the property of the hirer:—*Held*, that the property never passed to the hirer, and that the transaction did not amount to a bill of sale. *McENTIRE v. CROSSLEY BROTHERS*

[H. L. (L.) [1895] A. C. 457

**BILL OF SALE — INSTRUMENT WHETHER
BILL OF SALE OR NOT—continued.**

9. — *Marriage settlement, agreement for.*] A memorandum of agreement for a marriage settlement, although informal and not under seal, is a "marriage settlement" within the exception of s. 4 of the Bills of Sale Act, 1878, and is not a bill of sale. *WENMAN v. LYON & CO.*

[Div. Ct. [1891] 1 Q. B. 634;

[*affirm.* by C. A. [1891] 2 Q. B. 192

10. — *Mortgage of land and machinery—Statute of Frauds—Agreement to make assignment of machinery.*] The A. co. borrowed money from J. & J., bankers, agreeing (but not in writing) to make an assignment of certain machinery. The A. co. demised the premises, where the machinery was, to the B. co., who were to make half-yearly payments to J. & J. to be applied in discharge of the loan. J. & J. borrowed money from P. & Co. (their London agents), and by letter agreed to charge the machinery in possession of the B. co. The B. co. went into liquidation. One of the partners in J. & J. died and an action for accounts was brought; the receiver in which had received interest on the amount due from the A. co.:—*Held*, that P. & Co. were not entitled to any part of the interest, because (i.) some of the chattels were lands within the meaning of the Statute of Frauds, (ii.) as to the whole of the chattels a duly registered bill of sale was necessary. *JARVIS v. JARVIS* — *North J.*

[[1893] W. N. 133

11. — *Mortgage of land and machinery, &c.*] The principle of *In re Yates* (38 Ch. D. 112)—under which a conveyance of land and buildings used for a business passes the fixed trade machinery on the premises, though not expressly mentioned, and therefore is not a bill of sale of the machinery—applies equally where the conveyance expressly mentions the fixed trade machinery, either by reference to a sch. or otherwise. *In re BROOKE.* *BROOKE v. BROOKE* (No. 2)

[*Kekewich J. [1894] 2 Ch. 600*

12. — *Mortgage of land together with fixed machinery—Non-registration—Invalidity.*] A millwright conveyed to a bank, by way of mortgage, to secure advances by them, certain lands, "together with all and singular the fixed and moveable plant, machinery and fixtures, &c., now or hereafter fixed to or placed upon or used in or about the said hereditaments." The deed, which was not registered as a bill of sale, contained a covenant by the mortgagor to keep "the said plant, machinery and fixtures," &c., in good repair and insured against fire. There was upon the mortgaged premises fixed machinery which was trade machinery within the Bills of Sale Act, 1878:—*Held*, that the deed was void as an unregistered bill of sale with respect to the machinery, and that the mortgagees could not sell it either together with or without the lands mortgaged. *SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND* — *Stirling J. [1894] 1 Ch. 636*

13. — *Principal and agent—Agent's security for advances to his principal.*] By an agreement in writing between a foreign manufacturer and his agent in E., it was provided that advances made by the agent should "be covered and secured by the stock of goods which shall be in his hands,"

BILL OF SALE—INSTRUMENT WHETHER BILL OF SALE OR NOT—continued.

which the foreign principal bound himself not to let fall below a certain value. The principal terminated the agency and claimed to remove the goods without satisfying the agent's claims for the expenses of the agency, and contended that the agreement was a bill of sale and void for want of registration:—*Held*, (1) that the agreement gave no power to seize goods, but only to retain possession of goods come to his hands; (2) that when the goods came to the agent's hands he had possession coupled with an agreement which gave him a legal, not an equitable right, and the agreement was not void as a bill of sale. *MORRIS v. DELOBBEL-FELPO* - *Stirling J.* [1892] 2 Ch. 352

14. — *Sale of goods—Receipt—Possession.* A wife who had separate estate purchased furniture, &c., from her husband, which were in the house in which they lived; she stipulated for a receipt, but paid the purchase-money before obtaining it. The receipt was drawn up by the wife's solicitor and contained these words, "which I hereby acknowledge are now absolutely her property":—*Held*, by C. A., that the receipt notwithstanding those words formed no part of the bargain, but that the property passed by a prior and independent transaction, and that therefore the receipt did not require registration as a bill of sale, and that the wife was entitled as against an execution creditor of the husband:—*Held*, also, *per* *Esher M.R.*, and *Davey L.J.*, that the situation of the goods being consistent with either the husband's or the wife's possession the law would attribute the possession to the one having the legal title. *RAMSAY v. MARGRETT*

[C. A. [1894] 2 Q. B. 18

— *Severability of subject-matter.*

See **BILL OF SALE—STATUTORY FORM—Severability.**

BILL OF SALE—PRIORITY.

Rates, protection against. Sect. 14 of the Bills of Sale Act, 1882, which postpones the debt secured by the bill of sale to claims for parochial rates, does not apply where the local authority proceeds to recover the rate in default in the county court under s. 261 of the Public Health Act, 1875, and not by distress warrant under s. 256. *WIMBLEDON LOCAL BOARD v. UNDERWOOD*

[Div. Ct. [1892] 1 Q. B. 836

BILL OF SALE—REGISTRATION.

— *Instruments void for want of registration.*

See **BILL OF SALE—INSTRUMENT.**

Renewal of registration—Extension of time—Bankruptcy of grantor. By inadvertence a bill of sale was not re-registered after the first five years had expired, and so became void. Before the mistake was discovered the grantor became bankrupt:—*Held*, that the time for re-registration could not then be extended under s. 14 of the Bills of Sale Act, 1878, as the vested right of the trustee in bankruptcy would thereby be defeated. *In re PARSONS. Ex parte FURBER*

[C. A. [1893] 2 Q. B. 122

BILL OF SALE—SATISFACTION.

Entry of satisfaction—Affidavit of verification —R. S. C., O. LXX., r. 26—*Central Office Practice Rules*, r. 25.] The affidavit verifying the signa-

BILL OF SALE—SATISFACTION—continued.

ture and consent of the person entitled to the benefit of a bill of sale to the entry of satisfaction of the bill of sale need not be made by a solicitor. *In re WHITE AND RUBEY*

[Div. Ct. [1894] 2 Q. B. 923

BILL OF SALE—SEIZURE.

1. — *Payment by instalments—Default in payment of one instalment.* The grantee of a bill of sale lent the grantor moneys secured with interest by the bill, and payable by monthly instalments:—*Held*, that the grantee was entitled to seize the whole of the goods on default of payment of one instalment, although the bill contained no express provision to that effect. *In re WOOD. Ex parte WOOLFE* - Div. Ct. [1894] 1 Q. B. 606

2. — *Property in goods—Tender—Trespass—Redemption.* The grantee of a bill of sale seized the goods on default in payment of an instalment due under the bill, and after five days began to remove them. The grantor then tendered the full amount due, which the grantee refused to accept as being too late:—*Held*, (1) that no action for trespass could lie against the grantee, for he had a right to the possession of the goods; but (2) that the grantor might set off any damage to the goods caused by the negligence of the grantee in the course of removal. *JOHNSON v. DIPROSE* C. A. [1893] 1 Q. B. 512

BILL OF SALE—STATUTORY FORM.

Address and Description, col. 80.

Attestation, col. 81.

Attorney, Power of, col. 81.

Condition, col. 81.

Covenant, col. 82.

Instalments, col. 82.

Maintenance of Security, col. 83.

Schedule, col. 83.

Severability, col. 84.

Statement of Consideration, col. 84.

Address and Description.

1. — *Attesting witness.* A bill of sale contained two attestation clauses attesting the execution by two different grantors. The name of the witness was the same in both attestations, but the address and description of the witness was only appended to the first attestation:—*Held*, (1) that an irresistible inference arose from what appeared on the face of the bill that the witness of both clauses was the same; (2) that the bill of sale was valid. *BIRD v. DAVEY*

[C. A. [1891] 1 Q. B. 29

2. — *Attesting witness and grantee—Address and description.* In a bill of sale the grantee was described as "the Discount Bank of London, of 6, Duncannon Street, Charing Cross, in the county of Middlesex (of which said bank L. S. of the same place is the sole proprietor)." The bill was attested by a clerk of the grantee, who, in the attestation clause, gave as his address his place of business at the bank, and in the affidavit of execution stated that he resided at another address:—*Held*, by H. L. (E.), *revers.* North J. and C. A., that the grantee was sufficiently described, and that the address of the attesting

BILL OF SALE—STATUTORY FORM—Address and Description—continued.

witness was given and was sufficient. *In re HESLITINE. WOODWARD v. HESLITINE*

[H. L. (E.) *sub nom.* SIMMONS v. WOODWARD
[1892] A. C. 100; C. A. [1891] 1 Ch. 464

3. — *Grantor—Gentleman of no occupation—Dormant partner.*] Sect. 10 of the Bills of Sale Act, 1878, does not require the grantor to state every undertaking in which he was interested; but he must so describe himself that those who knew him would recognise him.

W., a country gentleman, was a sleeping partner in certain firms; in one case the partnership was under articles, in the other cases at will:—*Held*, that his description in a bill of sale of which he was grantor as “gentleman, of no occupation,” was substantially correct. *FEAST v. ROBINSON & FISHER. Romer J.* [1894] W. N. 14

4. — *Grantor—Residence.*] The address of the grantor of a bill of sale appearing in the body of the bill need not be his actual place of residence or his place of business.—The grantor of a bill of sale gave in the body of the bill of sale his address as that of a club of which he was a member, to which letters might be sent to him with the certainty that they would be received by him:—*Held*, that the bill of sale was not void as deviating from the scheduled form. *DOLCINI v. DOLCINI* - Div. Ct. [1895] 1 Q. B. 898

Attestation.

Validity.] The sole attesting witness of the bill of sale was the agent and manager of one of the firms who were grantees. He had conducted the negotiations with respect to the giving of the bill of sale and the payment of the composition, and he had to see that such composition was paid to the creditors other than the grantees:—

Held, that the bill of sale was duly attested, because the attesting witness was not a “party thereto” within the meaning of s. 10 of the Act of 1882. *PEACE v. BROOKES*

[*Hawkins J.* [1895] 2 Q. B. 451

Attorney, Power of.

Attorney, power of, to execute bill of sale.] A valid bill of sale may be executed by attorney, and the grantee is not necessarily excluded from being such attorney. *FURNIVALL v. HUDSON*

[*North J.* [1893] 1 Ch. 335

Condition.

1. — *Condition not expressed in bill.*] The *pltf.* signed a bill of sale and paid the first instalment, and the *def.* sent him a receipt in a book, on the cover of which were printed, “Rules and regulations which are strictly adhered to.” These rules and regulations contained various provisions very burdensome to the *pltf.*, and which had not previously been mentioned to him. He did not assent so as to bind himself to them; but the *def.* afterwards wrote to him treating the rules and regulations as part of the bargain:—*Held*, that the bargain being complete at the time when the bill of sale was executed, and the rules and regulations being no part of it, the false statement of the *def.* that they were part of the bargain did not enable the Court to

BILL OF SALE—STATUTORY FORM—Condition—continued.

hold as against him that they were part of it, and so to hold the bill of sale void as being made subject to a condition or defeasance not expressed in it. *LINFOOT v. POCKETT* - C. A. *revers.*
[*Kekewich J.* [1895] 2 Ch. 835

2. — *Contemporary instrument containing condition not in bill of sale.*] A husband and wife executed a bill of sale to T. on chattels to secure repayment of a loan of £300 with simple interest. The wife on the same date mortgaged her interest under certain wills to T. to secure repayment of £300 with compound interest. Both securities were given for the same debt and as part of the same transaction. The bill was registered, but the mortgage was not:—*Held*, that the agreement in the mortgage to pay compound interest was a condition which ought to have been written on the same paper as the bill, and that the bill was therefore void under s. 10, sub-s. 3, of the Bills of Sale Act, 1878.

In considering whether a defeasance or condition is within that sub-s., it is immaterial whether it is in favour of grantor or grantee. *EDWARDS v. MARCUS* - C. A. *affirm.* Div. Ct.
[1894] 1 Q. B. 587

Covenant.

1. — *Construction of covenants—Covenant for payment of instalments reducing amount as well as for payment of interest annually on amount—Covenant to produce receipt for rent, &c.*] A bill of sale contained a covenant to pay the amount by equal yearly instalments, and also a covenant to pay interest “on the said sum” at a given rate payable quarterly; it also contained a covenant to produce receipts for rent, &c., and a proviso excluding seizure for cases not specified in s. 7 of the Bills of Sale Act, 1882:—*Held*, that (1) the covenant as to payment of interest referred to the amount of principal due from time to time. (2) The covenant to produce receipts must be read subject to the qualification in s. 7 (4), that the goods could only be seized if the failure to produce the receipts should be without reasonable excuse and that the bill was valid. *WEARDALE COAL AND IRON CO. v. HOLSON*

[C. A. [1894] 1 Q. B. 598

2. — *Covenant to produce last receipt for rent.*] A bill of sale contained a covenant by the grantor to produce his last receipts for rent, rates, and taxes, and a proviso that the chattels assigned should not be liable to seizure for any cause other than specified in s. 7 of the Act of 1882:—*Held*, that the bill was not void as deviating from the scheduled form. *CARTWRIGHT v. REGAN*

[Div. Ct. [1895] 1 Q. B. 900

Instalments.

1. — *Interest.*] A bill of sale was given for a loan of £50 for 2 years at 5 per cent. per mensem. It contained a covenant to pay £2 10s. on the 26th of each month and balance and interest at end of two years:—*Held*, that the bill of sale was good, and in accordance with the statutory form, as the payments of £2 10s. per mensem were intended to be in respect of interest only. *EDWARDS v. MARSTON* - C. A. [1891] 1 Q. B. 325

BILL OF SALE—STATUTORY FORM—Instalments—continued.

2. — *Principal and interest.*] A bill of sale is not void because it provides for the payment of principal and interest by instalments or does not limit the number of instalments. *In re BARGEN. Ex parte HASLUCK*

[V. Williams J. [1894] 1 Q. B. 444

3. — *Principal and interest.*] A bill of sale is not void under the Bills of Sale Act, 1882, by reason of interest as well as principal being included in the equal instalments by which repayment is to be made, nor by reason of the period over which the instalments will extend not being expressed, nor by reason of the fact that the principal and interest cannot be exactly paid by means of instalments of the amount specified. *LINFOOT v. POCKETT* - C. A. [1895] 2 Ch. 835

Maintenance of Security.

1. — *Covenant against obtaining credit elsewhere.*] A bill of sale was given to secure the repayment of money advanced by several creditors of the grantor, in order to enable him to pay a composition to them and to others of his creditors. It contained stipulations that the grantor, a trader, should not during the existence of the security obtain credit to the extent of £10 without the consent of one of the firms parties thereto, but this clause was not to apply to purchases of goods from any of those firms; that the grantor would give them the greater portion of his business, and that he would keep proper books of account of his business, and permit any of the firms or their agent to inspect the same:—

Held, that the insertion of those stipulations rendered the bill of sale void, under s. 9 of the Act of 1882, as not in accordance with the form in the schedule. *PRACE v. BROOKES*

[Hawkins J. [1895] 2 Q. B. 451

2. — *Covenant to replace worn-out furniture.*] A bill of sale contained a covenant that the grantor would not remove furniture, the subject of the bill of sale, except to be repaired, without consent of the grantee, and would replace any articles damaged or worn out by others of equal value:—*Held*, that the covenant might be inserted, as being "for the maintenance of the security," and that the bill of sale did not deviate from the form in the sch. to the Bills of Sale Act, 1882, and was therefore good. *SEED v. BRADLEY* C. A. affirm. Day J. [1894] 1 Q. B. 319

Schedule.

Schedule or inventory therein referred to.] A bill of sale specified the furniture, &c., in each room of a house: under "Study" was the item "1800 volumes of books as per catalogue." The catalogue was not registered with the bill:—*Held*, that the bill of sale was not void, since the catalogue was not a sch. or inventory referred to in the bill within s. 10, sub-s. 2, of the Bills of Sale Act, 1882, and the books were specifically described in the sch., and the words "as per catalogue" were not restrictive of the previous part of the description of the books. *DAVIDSON v. CARLTON BANK* - C. A. [1893] 1 Q. B. 82

BILL OF SALE—STATUTORY FORM—contd.**Severability.**

Severability of subject-matter—Validity.] By one and the same deed the owner of a piano assigned, by way of security for money, the piano, and also the benefit of a hire purchase agreement into which he had entered respecting it:—*Held*, that the assignment of the agreement was severable from that of the piano, and that, consequently, the deed was not void *in toto* under the Bills of Sale Acts for non-registration, or because it was not in the statutory form. *In re ISAACSON. Ex parte MASON* - C. A. affirm. Div. Ct. [1895] 1 Q. B. 333

Statement of Consideration.

1. — *Term for defeasance of security.*] An untrue statement of the consideration is not a deviation from the form in the sch. to the Bills of Sale Act, 1882; and therefore does not render the bill wholly void under s. 9, but only in respect of the personal chattels comprised therein under s. 8. A collateral agreement that the bill of sale shall not be made available till certain other securities were exhausted is not a term for the "defeasance" of the security; and the non-insertion of such agreement does not make the bill void under s. 9, as not being in accordance with the form in the schedule. *HESELTINE v. SIMMONS* - C. A. [1892] 2 Q. B. 547

2. — *Undisclosed trust.*] A debtor who owed a sum of money partly secured by an existing bill of sale executed a second bill of sale of the same chattels to secure a fresh advance, on the understanding that out of the sum advanced he should pay off the existing debt. The bill of sale was expressed to be made in consideration of the fresh advance, without alluding to the intended application of the money. The money was actually paid to the grantor and applied by him as agreed:—*Held*, (1) that the consideration was truly stated; (2) that there was no undisclosed trust within the Bills of Sale Act, 1878, s. 10, sub-s. 3. *THOMAS v. SEARLES*

[C. A. [1891] 2 Q. B. 406

BILL OF SALE—SUBSTITUTED BILL.

Second bill in substitution for first—Bankruptcy of grantor.] A second bill of sale, in substitution for the first, had been accepted in ignorance of the grantor's bankruptcy:—*Held*, that the second bill was entirely nugatory and did not operate as a surrender or cancellation of the first one. *In re BARGEN. Ex parte HASLUCK* [V. Williams J. [1894] 1 Q. B. 444

BILL OF SALE—TRUE OWNER.

1. — *Grantor.*] The grantor of chattels by a bill of sale by way of security is still the true owner of the chattels within s. 5 of the Bills of Sale Act, 1882, and may execute a subsequent valid bill of sale of the same chattels. *THOMAS v. SEARLES* - C. A. [1891] 2 Q. B. 406

2. — *Legal owner.*] The true owner of personal chattels described in a bill of sale at the time of its execution within s. 5 of the Bills of Sale Act, 1882, is the person who is the legal owner thereof at the time of the execution of the bill of sale irrespective of whether he is also the

BILL OF SALE—TRUE OWNER—continued.

equitable owner or only trustee for another. *In re SABL. Ex parte WILLIAMS*

[*V. Williams J. [1892] 2 Q. B. 591*]

BILLETING.

See ARMY.

BISHOP.

— Discretion under Public Worship Act.

See ECCLESIASTICAL LAW—Ritual. 3.

"BLACK LIST."

See PRACTICE—INJUNCTION. 36.

BLACKSMITH.

See VETERINARY SURGEON.

BLANK TRANSFER.

— of Shares.

See COMPANY—SHARES—Transfer. 1, 2.

BLENDED FUND.

See ADMINISTRATION (BY CHANCERY DIVISION). 1.

WILL—LEGACY. 1.

BLYTH.

See SHIP—PILOTAGE—Bye-laws.

BOARD OF AGRICULTURE.

Powers as to corn returns.] *O. in C. dated July 30, 1891, transferring the powers of the Board of Trade under the Corn Returns Act, 1882, to the Board of Agriculture as from Feb. 1, 1892.*

[*St. R. & O. 1891, p. 64*]

1. — *Proceeds of sale of college property—Consent to application.*] The consent of the Bd. is necessary before moneys arising from purchase of college property by a railway and paid into Court can be applied in manner provided by s. 2 of the Universities and College Estates Amendment Act, 1880. *Ex parte KING'S COLLEGE, CAMBRIDGE (No. 1)* — North J. [1891] 1 Ch. 333

2. — *Proceeds of sale of college property—Evidence of consent to application.*] The consent of the Bd. to a petition by a college for the application of purchase-money in Court should be evidenced by an order under the hand and seal of the Bd. mentioned in s. 27 of the Universities and College Estates Act, 1858. *Ex parte KING'S COLLEGE, CAMBRIDGE (No. 2)* — North J. [1891] 1 Ch. 677, at p. 680

BOARD OF TRADE.

Powers and jurisdiction of the Board of Trade as to the following matters:—

Bankruptcy.

— Annual reports.

See BANKRUPTCY—REPORTS AND RETURNS.

— Scheme of arrangement approved by Official Receiver, right of Board to appeal against.

See BANKRUPTCY—SCHEME OF ARRANGEMENT. 4.

— Trustee's remuneration, power to alter.

See BANKRUPTCY—TRUSTEE. 5.

Boiler Explosions.

— Jurisdiction under Boiler Explosions Act.

See BOILER. 1.

BOARD OF TRADE—continued.**Company—Winding-up.**

— Annual Reports.

See COMPANY—WINDING-UP—REPORTS AND RETURNS.

— Control over Official Receivers.

See COMPANY—WINDING-UP—EXAMINATION OF OFFICERS. 2.

— fixing Security of provisional liquidator before winding-up order.

See COMPANY—WINDING-UP—LIQUIDATOR. 11.

Merchant Shipping.

— Detention of ship.

See SHIP—MERCHANT SHIPPING ACTS. 5.

BOILER.**Explosions.**

1. — *Coal mines.*] A pipe conveying steam from a boiler outside to an engine inside a coal mine exploded:—*Held*, that the effect of s. 2 of the Boiler Explosions Act, 1890, was to give the Board of Trade jurisdiction to order an inquiry; and also that the pipe was a "boiler" within the interpretation clause of the Boiler Explosions Act, 1882. *REG. v. COMMISSIONERS UNDER THE BOILER EXPLOSIONS ACT, 1882* — C. A. (affirm.) [Div. Ct. [1891] 1 Q. B. 703]

2. — *"Used exclusively for domestic purposes."*] A boiler used to warm offices or business premises where the occupier does not reside, and also to supply warm water for cleaning purposes and for household purposes of a resident caretaker, is "used exclusively for domestic purposes" within the exception in s. 4 of the Boiler Explosions Act, 1882, and s. 2 of the Boiler Explosions Act, 1890. *SMITH v. MÜLLER*

[Div. Ct. [1894] 1 Q. B. 192]

Generally.

— *Derelict boiler—Salvage.*

See SHIP—WRECK AND SALVAGE. 7.

BONÂ FIDE TRAVELLER.

See INTOXICATING LIQUOR—Offences. 1, 2.

BONA VACANTIA.

See FRIENDLY SOCIETY. 1.

BOND.

— Coupon of foreign government bond.

See STAMPS. 2.

— Negotiability—Fraudulent pledge.

See BANKER—Liability. 2, 3.

— Transferable by delivery—Whether negotiable instrument.

See NEGOTIABLE INSTRUMENT. 5.

BOND (ADMINISTRATION).

See PROBATE—ADMINISTRATION BOND.

"BOND, COVENANT, OR INSTRUMENT."

See STAMPS. 1.

BOND TO BEARER.

— Custody.

See TRUSTEE—DUTIES AND LIABILITIES—Custody, &c. 1.

BONUS.

Definition. "A bonus is a boon or gift over and above what is nominally due to the receiver and which is therefore something wholly to the good." Therefore the occurrence of the word in a share certificate puts a prudent man on his inquiry. *In re EDDYSTONE MARINE INSURANCE CO.* [Stirling J. [1894] W. N. 30]

BONUS DIVIDEND.

— Capital or income.

See COMPANY—DIVIDEND. 1.

BOOK DEBTS.

— Mortgage of.

See MORTGAGE—FORECLOSURE. 5.

— in "Order and disposition" of bankrupt.

See BANKRUPTCY—ASSETS. 13.

BOOKS.

— Bankers'—Production and inspection of.

See PRACTICE—DISCOVERY—DOCUMENTS. 4, 5.

— of Company—Right to custody.

See COMPANY—DEBENTURE. 3.

— Copyright in.

See COPYRIGHT—BOOK.

— of Partnership.

See PARTNERSHIP—CONTRACT. 1.

BOROUGH (ENGLAND).

By the Municipal Corporations Act, 1893 (56 & 57 Vict. c. 9), the Municipal Corporations Act, 1882, was amended as to the division of boroughs into wards.

Corporate Contracts, col. 87.

Corporate Office, col. 87.

Corporate Property, col. 88.

Judicial Expenses, col. 88.

Mayor's Salary, col. 88.

Buildings.

See STREETS AND BUILDINGS.

Corporate Contracts.

Capacity of municipal corporation to contract.]

A municipal corporation subject to the Municipal Corporation Act, 1882, and a local improvement Act agreed to pay to a railway co. an annual sum for fifteen years, to obtain toll free passage for foot passengers over a bridge belonging to the railway:—*Held*, that the corporation could not pay any moneys out of the borough fund nor make any borough rate or general improvement rate under either Act for the purpose of such payments; but that the agreement was void, and that the annual payment might be made out of any surplus left of the borough fund or rates after satisfying the provisions of the Acts. *ATTORNEY-GENERAL v. CORPORATION OF NEWCASTLE-UPON-TYNE*

[*K. L. (E.)* [1892] A. C. 568
[*affirm.* C. A. 23 Q. B. D. 492]

Corporate Office.

Chairman of improvement committee—Power of motion.] Semble, per Lopes L.J., that a power of motion from a corporate office exists with regard to the chairman of an improvement committee of a borough council, and that dishonesty and malversation on his part is an indictable offence. *BOOTH v. ARNOLD*

[C. A. [1895] 1 Q. B. 571]

BOROUGH (ENGLAND)—continued.**Corporate Property.**

Alienation of corporate lands.] By ss. 108, 109 of the Mun. Corp. Act, 1882, the approval of the Treasury (now the Loc. Govt. Bd.) is essential to the terms and conditions in case of a sale of corporate lands. Therefore the purchaser cannot claim rights outside the four corners of the conveyance to him duly approved. *DAVIS v. LEICESTER CORPORATION* — — *North J. affirm. by* [C. A. [1894] 3 Ch. 208]

Elections.

See MUNICIPAL ELECTION.

Highways.

See HIGHWAYS.

Judicial Expenses.

Clerk to justices of a borough under 10,000 population with separate commission of the peace.] Sect. 84 of the Local Govt. Act, 1888, imposes on a county council the obligation to pay the salary of a clerk to the justices of a borough within the administrative county, with population under 10,000 and a separate commission of the peace, and all fees and costs not excluded in the fixing of the salary should be paid into the county fund. *In re HEREFORDSHIRE COUNTY COUNCIL AND LEOMINSTER TOWN COUNCIL, AND In re LOCAL GOVERNMENT ACT, 1888* Div. Ct. [1895] 1 Q. B. 43

Mayor's Salary.

1. — *Increase of, for illegal purposes.] A payment made in form by way of addition to a mayor's salary is not legal unless it is a bona fide increase of salary. The corporation of Cardiff added to the mayor's salary for 1893 (1) £400 as interest on £10,000 they were authorized to contribute towards purchase of a site for a certain college; (2) £650 for celebration of the Duke of York's marriage. The cheque for this sum was not paid direct to the mayor, but drawn and carried to a particular banking account:—Held, that the first payment was illegal, as the local Act by which the grant of £10,000 was authorized did not give power to pay interest on that sum beforehand, and it was not for the benefit of the inhabitants or improvement of the borough within s. 143 of the Mun. Corp. Act, 1882. But held, as to the second payment, that it was competent for the corporation to add to the mayor's salary if by reason of some event of national importance his expenditure as mayor in festivities was likely to be increased, although the manner in which the matter had been done raised a doubt as to the legality of the present payment.* *ATTORNEY-GENERAL v. CORPORATION OF CARDIFF*

[*Romer J.* [1894] 2 Ch. 337]

2. — *Pecuniary interest in.] Where a salary is attached to the office of mayor a candidate cannot vote for himself.* *NELL v. LONGBOTTOM*

[Div. Ct. [1894] 1 Q. B. 767]

Police.

See POLICE.

Registration.

See PARLIAMENTARY, &C., REGISTRATION.

BOROUGH (ENGLAND)—continued.**Sanitation.**

See NUISANCES AND SANITATION.

Streets.

See STREETS AND BUILDINGS.

BORROWING.

— Agent's power of borrowing.

See PRINCIPAL AND AGENT—Authority of Agent.

— Company's powers of borrowing.

See COMPANY—BORROWING POWERS.

BOUNDARY.

Hedge and ditch—Presumption—Acts of joint ownership.] Two properties belonging to pltf. and deft. were separated by a hedge and ditch. The hedge was on pltf.'s side of the ditch, and both were the property of pltf.'s predecessor in title, who in 1868 had made certain use of the ditch, covered over the ditch, putting in drain-pipes and allowing the drainage of both houses to pass thereby. Thenceforward deft. used the surface of the ditch as part of his garden, while pltf. cut the hedge from deft.'s side when necessary, and on two or three occasions opened the ditch to clean out the drain:—*Held*, assuming that pltf. had originally owned the ditch, that deft.'s acts were sufficient to dispossess pltf. within 3 & 4 Will. 4, c. 27, s. 3, and that pltf.'s rights were now statute-barred. *Quære*, whether presumption that a ditch belongs to the owner of the adjacent hedge applies to a natural water-course or only to an artificial ditch. *MARSHALL v. TAYLOR* - - C. A. [1895] 1 Ch. 641

— of Parish.

See PARISH.

BRAND.

— Water-mark, use of, as trade-mark.

See TRADE-MARK—REGISTRATION. 17.

BREACH OF CONTRACT.

See CONTRACT—Breach.

BREACH OF PROMISE OF MARRIAGE.

Corroboration of Promise.] In an action for breach of promise of marriage the mere fact that the deft. did not answer letters written by the pltf., in which she stated that he had promised to marry her, was held no evidence corroborating the pltf.'s testimony in support of such promise within 32 & 33 Vict. c. 68, s. 2. *WIEDEMANN v. WALPOLE* - - C. A. [1891] 2 Q. B. 534

BREACH OF TRUST.

See TRUSTEE—DUTIES AND LIABILITIES —Breach of Trust.

BRECON.

— Prison.

See COUNTY COURT—Committals.

BREWER.

— Covenant restraining traveller from selling liquors.

See RESTRAINT OF TRADE—Covenants in Restraint. 8.

— Deductions for income tax—Losses on loans to publicans.

See INCOME TAX. 8.

BREWERY.

— "Fixed plant and machinery."

See VENDOR AND PURCHASER—Contract. 10.

BRIDLE-PATH.

— Inclosure award—Right of public to whole width of road.

See INCLOSURE. 2.

BRINE PUMPING.

By the Brine Pumping (Compensation for Subsidence) Act, 1891 (54 & 55 Vict. c. 40), compensation was provided for owners of property suffering through the subsidence of the ground caused by the pumping of Brine.

BRISTOL.

— Court of Tolzey, Rules of.

See "Table of Rules and Orders Issued," p. cclix.

— Pilotage.

See SHIP—PILOTAGE—Bye-laws.

BRITISH COLUMBIA.

See CANADA—LAW OF CANADA—Provincial Law—British Columbia.

BRITISH GUIANA.

Application of the Colonial Probates Act, 1892.

See PROBATE — GRANT OF PROBATE — Colonial Probates Act.

BRITISH HONDURAS.

Application of the Colonial Probates Act, 1892.

See PROBATE — GRANT OF PROBATE — Colonial Probates Act.

BRITISH INDIA.

See INDIA.

BROKER.

— Deposit of client's securities—Liability of bank.

See BANKER—Liability. 2, 3.

— Ship broker—Managing owner.

See SHIP—MANAGING OWNER.

BROOK.

— Whether tributary of river.

See FISHERY—Salmon and Freshwater. 1.

"BROTHEL."

See CRIMINAL LAW—OFFENCES AGAINST MORALITY.

SUMMARY PROCEEDINGS—Jurisdiction, &c. 13.

BUILDING.

— Hoarding.

See HOARDING.

— Local regulations as to.

See LONDON COUNTY—BUILDINGS. STREETS AND BUILDINGS.

BUILDING CONTRACT.

1. — *Arbitration.*] It is competent for the parties to a building contract to agree that the question of fraud on the part of the arbitrator shall not be raised by either of them. *TULLIS v. JACSON* - - Chitty J. [1892] 3 Ch. 441

2. — *Charges of quantity surveyor—Liability—Usage.*] By the usage of the building trade, the builder whose tender is accepted is liable to the quantity surveyor for the amount due for

BUILDING CONTRACT—continued.

taking the quantities, but if no tender be accepted the building owner or architect is liable:—*Held*, that the usage was reasonable and valid and entitled the surveyor to sue the builder. *NORTH v. BASSETT* - - [Div. Ct. [1892] 1 Q. B. 333

— *Rateability of contractor for advertising hoardings.*

See ADVERTISING STATION.

BUILDING ESTATE.

Obstruction to Light by Hoarding. A mortgagor in possession of a building estate leased part thereof to A., the lease being made pursuant to s. 18 of the Conveyancing Act, 1881, and the mortgagees not being parties. Subsequently, the mortgagees conveyed another part of the estate to B., who laid it out as a cricket-ground, and erected a hoarding obstructing the lights of A.'s houses:—*Held* (1) that A.'s lease was binding on the mortgagees; (2) that A. was entitled to an unobstructed access of light to his houses subject only if at all to restriction from buildings to be erected on other parts of the estate; (3) that the hoarding was not a building and must be removed as infringing A.'s rights. *WILSON v. QUEEN'S CLUB* - [Bomer J. [1891] 3 Ch. 522

— *Restrictive covenants.*

See VENDOR AND PURCHASER—Contract. 3, 4, 5.

LANDLORD AND TENANT—LEASE. 7.

— *Waterworks.*

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 9.

BUILDING LINE.

See STREETS AND BUILDINGS—Building Line.

— in London.

See LONDON COUNTY—BUILDINGS. 2—8.

BUILDING SCHEME.

Restrictive Covenant.

Sale by municipal corporation. A corporation offered at auction some of their corporate land as building land in lots with restrictive conditions. None of the lots were sold, but subsequently pltf. agreed with the corporation to purchase two of the lots subject to the conditions. The conveyance contained a covenant by the pltf. to observe the conditions, but no covenant by the corporation to be bound by them as to the unsold lots. The Treasury were not informed that there was a building scheme. Subsequently the corporation agreed to sell two other lots to trustees for a church. The pltf. was refused an injunction restraining them from so doing, for the Treasury had only approved what was within the four corners of his conveyance, and without their approval the pltf. could not sustain the larger outside right claimed by him. *DAVIS v. LEICESTER CORPORATION*

[North, J. affirm. by C. A. [1894] 2 Ch. 208

BUILDING SOCIETY.

Arbitration, col. 92.

Dissolution, col. 92.

Mortgage, col. 93.

BUILDING SOCIETY—continued.

Ultra vires, col. 93.

Winding-up, col. 94.

Withdrawal, col. 95.

By the Building Societies Act, 1894 (57 & 58 Vict. c. 47), the Building Societies Act were amended.

The Building Society Regulations, 1895, dated January 1, 1895. St. B. & O. 1895, No. 16. Price 2d.

Arbitration.

1. — *Right of member to arbitration.* Where the rules provide that all disputes shall be settled by standing arbitrators, the High Court has no jurisdiction to decide disputes falling within the rules; but a member is not deprived of the right of seeking arbitration by the failure of the society to fill up the number of arbitrators, since a mandamus lies to the society to direct such filling up, and the number can be filled up after the dispute has arisen. *NORTON v. COUNTIES CONSERVATIVE PERMANENT BENETT BUILDING SOCIETY*

[C. A. affirm. Day J. [1895] 1 Q. B. 246
[But see now the Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 20.]

2. — *Stating case.* The power of the Court under s. 19 of the Arbitration Act, 1889, to order an arbitrator to state, in the form of a special case for the opinion of the Court, any question of law arising in the course of the reference, applies to arbitrations under the Building Societies Act, 1874. *TABERNACLE PERMANENT BUILDING SOCIETY v. KNIGHT* - [C. A. [1891] 2 Q. B. 63;

[affirm. by H. L. [1892] A. C. 298
[But see now the Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 20.]

Dissolution.

1. — *Calling up advanced shares.* An instrument of dissolution under s. 32 of the Building Societies Act, 1874, is not equivalent in its operation to a winding-up order made by the Court. Under such an instrument, advanced members who have covenanted to pay up their advances by instalments cannot be compelled to do so forthwith. Sect. 10 of the Building Societies Act, 1894, applies to a society the dissolution of which was begun before, but was not completed at, the time when that section came into operation. *KEMP v. WRIGHT* - C. A. [1895] 1 Ch. 121

[revers. Kekewich J. [1894] 2 Ch. 462

2. — *Priority of members.* A building society having suffered loss, passed a resolution in 1889 to reduce the shares from £12 to £10. The rules then in force entitled any unadvanced member to withdraw his payments on account of shares by giving one month's notice, such withdrawing members to be paid in rotation, but not more than one withdrawing member was entitled to be paid at each monthly meeting. In Feb. 1890, altered rules were adopted entitling members to withdraw amounts standing to their credit by giving one month's written notice, the amount due in respect of shares to be five-sixths of the net amount paid on them. In 1892 an instrument of dissolution, under s. 32 of the Building Societies Act, 1874, was executed and registered; some members had given notice of withdrawal before the losses were

BUILDING SOCIETY—Dissolution—continued.

known, others before the reduction of the shares, others after the reduction. One member had not assented to the reduction. Other members had not given notice of withdrawal:—*Held*, (1) that all the members were bound by the reduction; (2) that the rule as to priority of payment applied to all who had given a month's notice of withdrawal before the date of the instrument of dissolution. **BARNARD v. TOMSON**

[North J. [1894] 1 Ch. 374

3. — *Priority of members.*] It is not competent for the members of a building society by an instrument of dissolution executed under the Building Societies Act, 1874, to vary the rights of members under the rules of the society by a provision taking away the priority of withdrawing members over those who have given no notice of withdrawal unless the variation has been specially sanctioned at a special meeting held under s. 18 of the Act of 1874, of which notice has been given under the rules of the society. **BOTTEN v. CITY AND SUBURBAN PERMANENT BUILDING SOCIETY**

[Stirling J. [1895] 2 Ch. 441

Mortgage.

Redemption.] An advanced member of a society executed a mortgage to the society with a proviso for redemption on payment of the several sums which under the constitution and rules and regulations of the society ought to be paid in respect of his shares and a covenant to the same effect. At the date of the mortgage advanced members were not liable to contribute to losses; but the rules were subsequently altered so as to make them liable, and a levy was made for contribution to losses suffered:—*Held*, that the advanced member was not entitled to redeem except upon payment of his proportion of the levy. **BRADBURY v. WILD**

- - - Kekewich J.
[1893] 1 Ch. 377

Ultra vires.

1. — *Deposits—Liability of directors for deposits in excess of the prescribed limits.*] The secretary of a society received deposits in excess of the prescribed limits, giving, in pursuance of the director's authority so to do, provisional receipts followed by formal receipts signed by the directors, and appropriated part of the moneys deposited:—*Held*, that every director who was a member of the board when the deposit was received was personally liable under s. 43 of the Building Societies Act, 1874, for the deposits made in excess of the prescribed limits. **CROSS v. FISHER**

- - - C. A. [1892] 1 Q. B. 467
[But see now the Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 15.]

2. — *Deposits.*] A society under the Act of 1836 cannot make a rule empowering the society to borrow on deposit so as to bind not only its assets but also its members personally. *In re WEST LONDON AND GENERAL PERMANENT BENEFIT BUILDING SOCIETY*

- - - Wright J. [1894]

[2 Ch. 352

3. — *Power to lend on first mortgage—Subrogation—Part payment of mortgage moneys by third person—Postponement of security for balance.*] A building society, having exhausted

BUILDING SOCIETY—Ultra vires—continued.

its borrowing powers, applied for a loan from an insurance co., who lent £6000 to H. on security of property mortgaged by H. for £17,000 to the society, which joined in the security to postpone their own mortgage. The £6000 was handed to the society by H., who was credited therewith in part discharge of the £17,000:—*Held*, (1.) that the transaction with the insurance co. was *ultra vires* the society; (2.) that the co.'s security for £6000 was postponed to the society's security for £11,000; and (3.) that the co. was not entitled to a security as against the society in respect of any part of the £6000 applied in payment of any liabilities properly payable by the society. **PORTSEA ISLAND BUILDING SOCIETY v. BARCLAY**

[C. A. [1895] 2 Ch. 296 affirm. Romer J.
[1894] 3 Ch. 86

Winding-up.

1. *Advanced and unadvanced members.*] A building society formed under the Act of 1836, but not registered under the Act of 1874, was ordered to be wound up. By its rules advanced members were not liable to contribute to losses:—*Held*, that they were not liable as contributories in the winding-up. *In re BRITANNIA PERMANENT BENEFIT BUILDING SOCIETY*

[Kekewich J. [1891] W. N. 123

2. — *Advanced members—Obligation to repay immediately the future instalments of advances.*] Advanced members of a society registered and incorporated under the Act of 1874 held to be at liberty to redeem on giving a certain notice and paying the instalments specified in the mortgage less a discount on instalments prepaid. The ordinary period for repayment under the mortgage was twenty-one years. **LONDON PROVIDENT BUILDING SOCIETY v. MORGAN**

[Div. Ct. [1893] 2 Q. B. 266

[But see now the Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 10.]

3. — *Contributory.*] (A) The liability of members of a building society registered under the Act of 1836 for its ordinary debts depends, not on the law of partnership nor on the contract of the members *inter se*, but on the law of principal and agent, and if the assets are insufficient such members, whether advanced or unadvanced, are liable as contributories for such debts if incurred while they were members. *In re WEST LONDON AND GENERAL PERMANENT BENEFIT BUILDING SOCIETY*

- - - Wright J. [1894] 2 Ch. 352

(B) On the winding up of an unincorporated society formed under the Act of 1836, and consisting of advanced and unadvanced or depositing members and holders of preference shares, it was found that the assets, after payment in full of outside creditors, were insufficient to repay the preference shareholders, who by their agreement were to be exempt from the losses of the society:—*Held*, that the advanced and depositing members must contribute rateably to repay the preference shareholders in full with interest at 5 per cent. *In re RELIANCE PERMANENT BENEFIT BUILDING SOCIETY*

- - - Chitty J. [1892] W. N. 77

4. — *Jurisdiction.*] Notwithstanding rule 146 of the County Court Rules, 1890, the winding-up of a building society registered under the Act of

BUILDING SOCIETY—Winding-up—continued.

1874 cannot be transferred to the High Court.
In re REAL ESTATES Co. - V. Williams J.

[1893] 1 Ch. 398

[But see now the *Building Societies Act*, 1894
 (57 & 58 Vict. c. 47), s. 8.]

5. — *Liability of advanced and unadvanced members.*] In the winding up of a society registered under the Act of 1886, the claims were met in the following order of priority:—

(1.) Costs of realization of assets including costs of all parties on applications which were test cases.

(2.) Payment of ordinary creditors and depositors *pari passu*.

(3.) Deficiency due to ordinary creditors and estimated costs of winding up other than realization to be met by a call on all members advanced or unadvanced.

(4.) No further contribution by advanced to loss of unadvanced members; advanced members to be entitled to redeem on payment according to the rules and tables of the society and the contribution under Head 3. *In re WEST LONDON AND GENERAL PERMANENT BENEFIT BUILDING SOCIETY*
 [Wright J. [1894] 2 Ch. 363]

Withdrawal.

1. — *Deposits—Withdrawal in rotation.*] A rule provided for payment of withdrawals in rotation where the available balance in hand was insufficient to pay all the depositors wishing to withdraw:—*Held*, that the rule suspended the right to an action for the deposit. *BRETT v. MONARCH INVESTMENT BUILDING SOCIETY*

[C. A. revers. Div. Ct. [1894] 1 Q. B. 367]

2. — *Notice—Alteration in rules.*] A withdrawing member will be affected by an alteration duly sanctioned in the rules relative to withdrawal, although the alteration be made after he has given notice to withdraw, and his vested right to payment may by such alteration be divested. *PEPE v. CITY AND SUBURBAN PERMANENT BUILDING SOCIETY* - Chitty J. [1893] 2 Ch. 311

3. — *Priority.*] The question whether an investing member of a building society may withdraw so as to obtain priority over a non-withdrawing member does not depend on the answer to be given to the question whether the society is solvent or insolvent at the time when he gives his notice of withdrawal, or on the answer to be given to the question whether the members and officers of the society know of the insolvent position of the society. The line is to be drawn at the time when there is a stoppage of the society's business, or a recognition by those who are entitled to form a judgment that it must be stopped. *In re AMBITION INVESTMENT SOCIETY*
 [V. Williams J. [1895] W. N. 141 (1)]

BUILDINGS.

— Generally.

See **STREETS AND BUILDINGS.**

— in London.

See **LONDON COUNTY—BUILDINGS.**

— in Scotland.

See **SCOTTISH LAW—Local Government.**

BUNGALOW.

See **LONDON COUNTY—BUILDINGS.** 20 (A).

BURGLARY.

— Armed burglaries.

See **CRIMINAL LAW—REPORTS AND RETURNS—Armed Burglaries.**

BURIAL.

— *Burial ground.*

See **LONDON COUNTY—STREETS AND HIGHWAYS.** 4.

1. — *Cemetery—Fees—Service at funeral.*]

(1.) Where a parish is comprised in the district of a burial bd., formed under the Burial Act, 1852, and the cemetery of the bd. is the burial ground of the parish, s. 32 of that Act does not entitle the incumbent to fees for the burial of a deceased parishioner in the consecrated part of the cemetery, if he was not present to perform the burial service owing to non-receipt of notice, nor is the bd. bound to give him notice of such a burial.

(2.) Incumbents of ecclesiastical districts comprised in a burial bd. district have the same rights *quoad sacra* only as they would have had in the churchyards of their parishes or districts, and have no right of fees for the interment of non-inhabitants or non-parishioners in the cemetery, nor for the grant of vaults or exclusive rights of interment therein. (3.) A burial bd. is under no obligation to give the notice required by s. 1 of the Burial Laws Amendment Act, 1880, before allowing burial without the Church of England service in the consecrated part of the cemetery.

(4.) Apart from the Act of 1880, it is illegal for a burial bd. knowingly to permit an unqualified or unauthorized person to conduct a religious service at a portion of a cemetery which is the burial ground of a parish. *WOOD v. BURIAL BOARD OF HEADINGLEY-CUM-BURLEY*
 [Div. Ct. [1892] 1 Q. B. 713]

2. — *Disused burial ground.*] The combined effect of the Open Spaces Act, 1881, s. 1, the Disused Burial Grounds Act, 1884, s. 2, and the Open Spaces Act, 1887, ss. 2, 4, and Sch., make the term "disused burial ground" (on which building is prohibited by s. 3 of the Act of 1884) include land, whether consecrated or not, set apart for, but never used for, interments. *In re PONSFORD AND NEWPORT DISTRICT SCHOOL BOARD.*
 [C. A. [1894] 1 Ch. 454]

— *Faculties for removal of bodies, &c.*

See **ECCLESIASTICAL LAW—Faculty.** 1, 2, 3.

3. — *Parochial purpose—Application of fees.*]

The repair of a parish church is a parochial purpose within s. 36 of the Burial Act, 1852, and fees received by a burial bd. under s. 34 of the Act are applicable to that purpose. *REG. v. VESTRY OF MARYLEBONE* - C. A. [1895] 1 Q. B. 771

4. — *Site of church—Open space—Burial ground.*] The site of a desecrated church in London sold under the Union of Benefices Act, 1860, is not a "disused burial ground" within the Open Spaces Acts so as not to be available for building. The power to build is not affected by the Union of Benefices Act of 1871. Sect. 5 of the Disused Burial Grounds Act, 1884, applies to

BURIAL—continued.

dispositions made after the Act. *In re ECCLESIASTICAL COMMISSIONERS AND NEW CITY OF LONDON BREWERY Co.* North J. [1895] 1 Ch. 702

BURSAR.

— Liability to income tax on salary.

See INCOME TAX. 12.

BUSINESS.

— carried on by Trustees pending sale.

See TRUSTEE—DUTIES AND LIABILITIES

— Trust for Sale. 1, 2.

— Remuneration for carrying on at a loss.

See PARTNERSHIP—Dissolution. 5.

— Sale of to company.

See BANKRUPTCY—ASSETS. 18.

BUTTER.

— Adulteration of.

See ADULTERATION—Sale of Margarine.

BYE-LAW.

Definition.] A bye-law is not an agreement, but a law binding on all persons to whom it applies, whether they agree to be bound by it or not. All regulations made by a corporate body

BYE-LAW—continued.

and intended to bind not only themselves and their servants but the public, are “bye-laws,” whether valid or invalid in law. *Per Lindley L.J., in LONDON ASSOCIATION OF SHIPOWNERS AND BROKERS v. LONDON AND INDIA DOCKS JOINT COMMITTEE* - [1892] 3 Ch. 242, at p. 252

— as to Building plans.

See STREETS AND BUILDINGS—Building Plans.

— as to sale of Coal.

See WEIGHTS AND MEASURES. 1.

— as to Noise in street.

See NUISANCE—What amounts to. 6.

— Pilotage.

See SHIP—PILOTAGE—Bye-laws.

— of Railway company.

See RAILWAY—PASSENGER. 2.

— as to new Streets.

See STREETS AND BUILDINGS—New Streets. 1—3.

— Thames navigation.

See SHIP—COLLISION. 19—22.

C.

CAB FARE.

— Remedy for non-payment of.

See SUMMARY PROCEEDINGS—Jurisdiction, &c. 10.

CAB PROPRIETOR.

— Liability.

See MASTER AND SERVANT—Liability for Acts of Servants. 3.

And see METROPOLITAN POLICE DISTRICT—Hackney Carriages.

CALENDAR MONTH.

— Computation of time.

See SUMMARY PROCEEDINGS—Jurisdiction, &c. 1.

Time.

CALLS.

See COMPANY—CALLS; COMPANY—WINDING-UP—CONTRIBUTORY; COMPANY—WINDING-UP—PETITION. 22.

CAMERA.

— Proceedings in camera.

See CONTEMPT OF COURT. 1.

CANADA.

— Application of the Colonial Probates Act, 1892, to Ontario.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

CANADA—LAW OF CANADA.

Dominion and Constitutional Law, col. 99.

Provincial Law, col. 101.

A. Dominion and Constitutional Law.

(Powers of Federal and Provincial Legislatures.)

(i.) Generally.

1. — The legislation of the Dominion Parl., so long as it strictly relates to subjects enumerated in s. 91, is of paramount authority, even though it trenches upon matters assigned to the provincial legislature by s. 92. *TENNANT v. UNION BANK OF CANADA* J. C. [1894] A. C. 31

2. — *British North America Act, 1867, ss. 58, 92, 109, 126—Relations between Crown and provinces.* The British North America Act, 1867, has not severed the connection between the Crown and the provinces: the relation between them is the same as that between the Crown and the Dominion in respect of the powers executive and legislative, public property and revenues vested in them respectively. *LIQUIDATORS OF THE MARITIME BANK OF CANADA v. RECEIVER-GENERAL OF NEW BRUNSWICK* - J. C. [1892] A. C. 437

(ii.) As to Special Matters.

1. — *Bank—British North America Act, 1867, ss. 91, 92—Validity of Dominion Bank Act (46 Vict. c. 120)—Ontario Mercantile Amendment Act (c. 122 of the Revised Statutes of Ontario)—Negotiability of warehouse receipts.* Although warehouse receipts granted to itself by a firm which has not the custody of any goods but its own are

CANADA—LAW OF CANADA—A. Dominion and Constitutional Law—(ii.) As to Special Matters—continued.

not negotiable instruments within the meaning of the Mercantile Amendment Act (c. 122 of Revised Statutes of Ontario):—*Held*, that the Dominion Bank Act (46 Vict. c. 120) while in force dispensed with that limitation, validated such receipts, and transferred to the indorsees thereof the property therein:—*Held*, further, that the Bank Act was *intra vires* of the Dominion Parl. *TENNANT v. UNION BANK OF CANADA*

[J. C. [1894] A. C. 31

2. — *Bankruptcy—British North America Act, 1867, ss. 91, 92—Powers of local legislature—Enactment ancillary to bankruptcy law.* *Held*, that s. 9 of Ontario "Act respecting assignments and preferences by insolvent persons" (Revised Statutes of Ontario, c. 124), which relates to assignments purely voluntary and postpones thereto judgments and executions not completely executed by payment, is merely ancillary to bankruptcy law, and as such is within the competence of the provincial legislature so long as it does not conflict with any existing bankruptcy legislation of the Dominion Parl. *ATTORNEY-GENERAL OF ONTARIO v. ATTORNEY-GENERAL FOR CANADA* - - J. C. [1894] A. C. 189

3. — *British North America Act, 1867—Crown debts—Rights of provincial government* [A claim by a provincial govt. in respect of public moneys deposited at a bank in the name of the Receiver-General of the Province is a Crown debt, and as such has priority over the debts due to other depositors and simple contract creditors. *LIQUIDATORS OF THE MARITIME BANK OF CANADA v. RECEIVER-GENERAL OF NEW BRUNSWICK*

[J. C. [1892] A. C. 437

4. — *British North America Act, 1867 and 1871—Dominion Manitoba Act, 1870 (33 Vict. c. 3)—Manitoba—Denominational schools—Powers of provincial legislature.* The legislature of Manitoba did not exceed its powers in passing the Public Schools Act, 1890, and thereby abolishing the denominational system of education established by law since the union of Manitoba with Canada. *CITY OF WINNIPEG v. BARRETT. CITY OF WINNIPEG v. LOGAN* J. C. [1892] A. C. 445

5. — *British North America Act, 1867 and 1871—Dominion Manitoba Act, 1870—Denominational schools—Remedies against provincial legislation—Appeal to Governor-General in Council.* (i.) An appeal lies to the Governor-General in Council under s. 22, sub-s. 2, of the Dominion Manitoba Act, 1870 (33 Vict. c. 3), which applies to rights and privileges acquired by legislation in the province after the date of that Act. (ii.) The Roman Catholics of Manitoba having acquired certain rights as to their denominational schools, are affected in those rights by the Manitoba Public Schools Act, 1890. (iii.) The Governor-General in Council has power to make

CANADA — LAW OF CANADA—A. Dominion and Constitutional Law—(ii.) As to Special Matters—continued.

remedial orders by way of supplemental rather than repealing legislation. *Brophy v. Attorney-General of Manitoba* J. C. [1895] A. C. 202

6. — *Railways—Dominion Railway Act, 1888* (51 Vict. c. 29)—*Arbitration—Review.*] Where an award of compensation made in an arbitration under the Canadian Railway Act, 1888 (c. 109 of the Revised Statutes of Canada), was appealed from:—*Held*, that the Court rightly exercised its jurisdiction in reviewing the award by deciding whether a reasonable estimate of the evidence had been made. It was not authorized by the section to disregard the award and deal with the evidence *de novo* as if it had been a Court of first instance. *Atlantic and North-West Railway v. Wood* - J. C. [1895] A. C. 257

7. — *Railways—Dominion Railway Act, 1888* (51 Vict. c. 29)—*Closing lane.*] A city council has power under the Canada Railway Act, 1888 (c. 109 of the Revised Statutes of Canada), to assent to the closing, occupation and use of a public lane by a rly. co. *Casgrain v. Atlantic and North-West Railway*

[J. C. [1895] A. C. 282]

B. Provincial Law.

(i.) British Columbia.

British Columbia Land Act, 1875—British Columbia Act (47 Vict. c. 14), s. 23—*"Actual settler for agricultural purposes"*—*Pre-emption.*] A. claimed, as an actual settler for agricultural purposes, a right of pre-emption over certain lands under the a. The lands had before the Act been reserved for a town site:—*Held*, that a settler means a person entitled to record land under the British Columbia Land Act, 1875 (38 Vict. c. 5), that the Act did not apply to reserved land, and that 47 Vict. c. 14, gave no new right of pre-emption. *Hoggan v. Esquimalt and Nanaimo Railway* - J. C. [1894] A. C. 429

(ii.) Manitoba.

— *Education, power of provincial legislature as to. See Dominion and Constitutional Law—As to Special Matters.* 4, 5, above.

1. — *Entry into Dominion.*] The effect of the Dominion Statute, 33 Vict. c. 3 (under which Manitoba entered the Dominion) considered. *City of Winnipeg v. Barrett*

[J. C. [1892] A. C. 445]

2. — *Manitoba Acts* (45 Vict. c. 36, 45 Vict. c. 37, 55 Vict. c. 36)—*Railway—Street railway—Grant—Construction.*] Where a municipal council granted to a railway company authority to construct, maintain, and work railways in its streets, with the exclusive right to such portion of any street as shall be occupied by the railway, but with the plain intent that the company should have no concern whatever with any portion of any street not in actual occupation by their rails:—*Held*, that a subsequent clause in the deed of grant giving to the company the refusal on terms of other streets in the city for railway purposes was insufficient to constitute, contrary to the plain meaning of the previous stipulations, a right of monopoly in any of the streets

CANADA — LAW OF CANADA—B. Provincial Law—(ii.) Manitoba—continued.

of the city.—*Quere*, whether if a monopoly had been conceded it was *ultra vires* of the municipal council. *Winnipeg Street Railway v. Winnipeg Electric Street Railway and City of Winnipeg* - J. C. [1894] A. C. 615

(iii.) New Brunswick.

— *Prerogative of Crown in.*

See above, Dominion and Constitutional Law—Generally. 2.

Winding-up—Priority of Crown over simple contract creditors.] Simple contract debts due to the provincial govt. from an insolvent bank take priority over the other depositors and simple contract creditors of the bank. *Liquidators of the Maritime Bank of Canada v. Receiver-General of New Brunswick*

[J. C. [1892] A. C. 437]

(iv.) Nova Scotia.

1. — *County Incorporations Act, 1879—Construction—Non-feasance—Claim for damages.*] Public corporations under an obligation to keep in repair public roads and bridges are not liable to an action for non-feasance unless the legislature has shewn an intention to impose such liability upon them. The County Incorporations Act, 1879, contains no indication of any intention to impose on a municipality incorporated under it any liability for non-feasance. *Municipality of Pictou v. Geldert* J. C. [1893] A. C. 524

2. — *Gold mining—Compensation—Arbitration—Revised Statutes of Nova Scotia (5th Series), c. 7, s. 19.*] The warden of a municipality acting under Mines and Minerals Consolidation Act (the Revised Statutes of Nova Scotia (5th series), c. 7, s. 19) appointed an arbitrator on behalf of a landowner to estimate damages to be paid to him by lessees from the Crown of gold mines under the statute. The landowner had received and neglected a notice under s. 18 of the Act to appoint:—*Held*, that the appointment was not a judicial act, and that a fresh notice to the respondent was not a condition precedent to its validity. The award gave the landowner a fixed sum as estimated damages for all works or occupation necessary to or required by the mining lessee:—*Held*, that having regard to the subject-matter and scope of the Act, the award was not bad for uncertainty. *Palgrave Gold Mining Co. v. McMillan* - J. C. [1892] A. C. 460

(v.) Ontario.

(Formerly Upper Canada, see s. 6 of the *British North America Act, 1867.*)

— *Administration—Application of Colonial Probates Act, 1892, to Ontario.*

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

— *Bankruptcy, power of provincial legislature as to.*

See above, Dominion and Constitutional Law—As to Special Matters. 2.

— *Costs of appeals by special leave.*

See JUDICIAL COMMITTEE—Practice. 3.

1. — *Custody of children—Habeas corpus—Considerations other than paternal rights—Canada*

CANADA—LAW OF CANADA—B. Provincial Law—(v.) Ontario—continued.

dian Act, 18 Vict. c. 126.] The legal rights of a father are controlled as to a child under twelve by the Canadian Act, 18 Vict. c. 126, framed on the principle of Talfourd's Act, giving the Courts absolute authority in their judicial discretion to deprive him of the custody. In the case of children over twelve such legal right is materially affected by breaches of marital duty, considerations with respect to the welfare of the children, and the objection to separating them from each other. *SMART v. SMART*

[J. C. [1892] A. C. 425]

2. — *Drainage works—Ontario Municipal Act of 1887 (R. S. O. c. 184), ss. 583, 586, 591—Damages for non-feasance—Mandamus—Notice in writing—Remedy by arbitration.*] *Held*, on the construction of s. 583 (2) and 586 of the above Act, that notice in writing is not a condition precedent to an action for damages for non-performance of the statutory duty of maintaining and repairing drainage works:—*Held*, also, that the remedy for damages for negligent construction of drains was by arbitration under s. 591. *RALEIGH (CORPORATION OF) v. WILLIAMS*

[J. C. [1893] A. C. 540]

— *Foreign penal laws—Duties of Ontario Courts as to.*

See *CONFLICT OF LAWS*. 6.

— *Mercantile law of.*

See *above*, *Dominion and Constitutional Law—As to Special Matters*. 1.

3. — *Railways—Canadian Act, 24 Vict. c. 83—Ontario Act, 53 Vict. c. 105—Construction.*] *Held*, that the Canadian Act and the agreement in pursuance thereof granted a privilege to use the streets of Toronto for the purpose of a railway for thirty years only, and that the limit of time applied not merely to the original railway but also to the various extensions authorized under the same privilege. *TORONTO STREET RAILWAY CO. v. CORPORATION OF TORONTO*

[J. C. [1893] A. C. 511]

4. — *Transfer of shares subject to a trust—Constructive notice—Signature of bank manager as "manager in trust."*] A. transferred shares to B. as security for a loan, B. transferred them to D. "manager in trust" for the C. co. as security for a loan to himself. D. transferred them as "manager in trust" to E., "manager in trust" for the F. co.:—*Held*, that the F. co. were not affected by a trust in favour of A. unless such trust was clearly disclosed on the face of their vendor's title. The words "manager in trust" appended to the signature of a bank manager import that he is a trustee for his employers. *LONDON AND CANADIAN LOAN AND AGENCY CO. v. DUGGAN*

— J. C. [1893] A. C. 506

— *Warehouse receipt, negotiability of.*

See *above*, *Dominion and Constitutional Law—As to Special Matters*. 1.

(vi.) Quebec.

(Formerly Lower Canada, see s. 6 of the *British North America Act*, 1867.)

1. — *Banking company—Shares—Transfer—Trust—Notice.*] Where exors. in breach of trust

CANADA—LAW OF CANADA—B. Provincial Law—(vi.) Quebec—continued.

transferred shares in a bank, and the bank registered such transfer, such registration was, under the special Act of the bank (18 Vict. c. 202, Canada), not wrongful unless the bank had actual knowledge of the breach of trust. *SIMPSON v. MOLSONS' BANK*

[J. C. [1895] A. C. 370]

2. — *Gaming—Principal and broker—Stock Exchange transactions—Civil Code, Art. 1927.*] Art. 1927 of the Civil Code does not differ substantially from the Gaming Act, 1845 (8 & 9 Vict. c. 109), s. 18, and renders null and void all contracts by way of gaming and wagering.

Contracts made by a broker employed to make actual contracts of purchase and sale, in each case completed by delivery and payment, on behalf of a principal whose object was not investment but speculation, are not gaming contracts within the meaning of the Code. *FORGET v. OSTIGNY*

— J. C. [1895] A. C. 318

3. — *Information—Code of Civil Procedure—Arts. 997, 998—Attorney-General's powers.*] Informations against associations under art. 997 of the Civil Procedure Code apply only to acts done in the assertion of some special power, franchise, or privilege, not conferred by law.

An allegation that a co. had closed a lane under the pretext that they had acquired private rights entitling them so to do is not sufficient under the art.

The Court has jurisdiction under art. 998 of the Code to prohibit the issue of an information under art. 997, but when it has once been issued the Att.-Gen. is *dominus litis*, and can discontinue, &c., independently of the relator. *CASGRAIN v. ATLANTIC AND NORTH-WEST RAILWAY*

[J. C. [1895] A. C. 232]

4. — *Municipal election—Expiry of prescribed time—Non-judicial day—Quebec Act, 42 & 43 Vict. c. 53.*] Where it was enacted by s. 12 of 42 & 43 Vict. (Quebec) c. 53, that any municipal elector might demand the annulment of the corporate appropriation for expenditure within three months from the date thereof on the ground of illegality, but that thereafter the right was prescribed and the appropriation valid:—*Held*, that on the expiration of the three months the elector's statutory right was at an end, and could not be extended by any procedure clause (see art. 3 of the Civil Procedure Code) which presupposed an existing right of action and regulated its exercise. *DECHÈNE v. MONTREAL (CITY OF)*

[J. C. [1894] A. C. 640]

5. — *Parish—Creation—Civil and canonical jurisdiction—Revised Statutes of Quebec, ss. 3373, 3380.*] Proceedings for civil recognition of a new parish are sufficiently founded on a decree for canonical erection thereof.

Proceedings before the Commrs. of the diocese with a view to civil recognition are not subject to the review or control of a Court of justice.

An objection to the formation of a new parish on the ground that one of the old parishes dismembered for that purpose is in debt is valid under Revised Statutes of Quebec, s. 3380; but

CANADA—LAW OF CANADA—B. Provincial Law—(vi.) Quebec—continued.

where the debt relied on was contracted by the Fabrique it must be proved that the Fabrique is unable to pay it and that a levy on the Roman Catholic freeholders of the parish has been duly authorized. *ALEXANDRE v. BRASSARD*

[J. C. [1895] A. C. 301

6. — *Prescription—Civil Code, Arts. 1056, 2262 (2)—Construction.* On the construction of ss. 1056, 2262 (2) of the Civil Code of the Province of Quebec the widow's right of action is distinct from that of the deceased; though the latter be barred by prescription the former may still be extant. An appeal to earlier law and decisions for the purpose of interpreting a statutory code can only be justified on some special ground such as the doubtful import or previously acquired technical meaning of the language used therein. *ROBINSON v. CANADIAN PACIFIC RAILWAY Co.* — — — J. C. [1892] A. C. 481

7. — *Prescription—Statutory acknowledgment of title—Immemorial possession.* The Canadian Act, 18 Vict. c. 3, recognised as a seigneurie the appellants' rights over a strip of sea coast, although the appellants could only shew a title which gave them a right to make hunting and fishing stations on the land in question:—*Held*, that the Court must give effect to the enactment as it stood. *Held*, also, as to other lands claimed as a seigneurie by immemorial possession, that where the true root of title is shewn, the law of prescription does not apply. *LABRADOR Co. v. THE QUEEN* — — — J. C. [1893] A. C. 104

8. — *Principal and agent—Construction of power of attorney.* Where by a document indorsed "procurateur générale et spéciale" a wife being sole owner constituted her husband "son procureur général et spécial" to administer her affairs, specifying such acts as drawing bills of exchange and making promissory notes:—*Held*, that the wife's liability extended to all promissory notes granted by the husband, and was not limited by art. 181 of the Civil Code to such notes as were required for purposes of the administration. *LA BANQUE D'HOCHELAGA v. JODOIN* [J. C. [1895] A. C. 612

— *Railway—Compensation for land taken.*
See above, Dominion and Constitutional Law—As to Special Matters. 6.

— *Railway—Closing of public lane by.*
See above, Dominion and Constitutional Law—As to Special Matters. 7.

9. — *Riparian proprietor—Navigable river—Sale of water power artificially created.* A riparian proprietor can acquire an interest in the water power of a navigable river as derived from a reservoir artificially formed by a dam across its channel; and can sell such interest along with and as appurtenant to his land, and even if the sale is ineffectual against the public the vendor cannot impeach it on that ground. *HAMELIN v. BANNERMAN* — — — J. C. [1895] A. C. 237

CANAL.

— *Building "used for purposes" of canal.* Metropolitan Building Act, 1855, s. 5.
See LONDON COUNTY—BUILDINGS. 10.

CANAL—continued.

— *Rating.*

See RATES—Rateable Occupation. 4, 17.

— *Right of support as regards mines under canal.*

See MINES AND MINERALS—Working. 5, 6.

CANON, ETC.

— *Right to vote.*

See PARLIAMENTARY, &C., REGISTRATION—Claim. 8, 13.

— *Stipend.*

See SCOTTISH LAW—Church. 3.

CANON LAW.

Legitimation per subsequens matrimonium. By the canon law of the Roman Catholic Church illegitimate children of a Roman Catholic father and orthodox wife are legitimized by the marriage of their parents authorized by dispensation. *PARAPANO v. HAPPAZ* — J. C. [1894] A. C. 165

CAPACITY (TESTAMENTARY).

See PROBATE—TESTAMENTARY CAPACITY.

CAPE OF GOOD HOPE.

Application of the Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

Death Duties.

See DEATH DUTIES—Estate Duty.

Law of the Cape of Good Hope.

1. — *Company—Directors—Liability—Issue of shares at a discount.* *Held*, that the directors of a co. established in S. Africa could not issue shares at a discount so as to make the holder liable for less than their full amount. Where shares are, in consideration of services rendered, issued at a discount, the directors are liable to the co.; but in the absence of fraud or further resulting damage to the co., no further than the amount of the discount. *Semble*, such further resulting damage could not exceed the difference between the discount price and the value of the shares if the services and transactions founded thereon had not taken place. *HIRSCHE v. SIMS* [J. C. [1894] A. C. 654

— *Devise to "children"—Child legitimized by law of Cape of Good Hope.*
See WILL—CHILDREN. 3.

2. — *Lease—Improvements—Permanent buildings erected by lessee—Right of removal.* Where a lessee being entitled by the terms of his lease to remove all such improvements as should be capable of removal without injury to the land itself, pulled down a brick building which he had erected on the land demised, and removed the materials except those composing the stone foundations beneath the soil:—

Held, that this proceeding was authorized by the lease, and in accordance with the lessee's common law right under the Roman-Dutch law. *LONDON AND SOUTH AFRICAN EXPLORATION Co. v. DE BEERS CONSOLIDATED MINES, LD.*

[J. C. [1895] A. C. 451

3. — *Revenue—Company.* Where a co. was authorized by its memorandum of association to

CAPE OF GOOD HOPE—Probate—continued.

carry on its business in any part of the world :—*Held*, that it was not taxable under No. 3 of 1864, Sched. 17, s. 2, head (b), which, on its true construction, relates to companies, some of whose dealings are specifically authorized "to be carried on in this colony." *MARSHALL v. ORPEN*

[J. C. [1895] A. C. 606]

CAPITAL.

— Charge on.

See ANNUITY—Charge on Capital.

— payment of Dividends out of.

See COMPANY—DIVIDEND.

— Reduction of, of company.

See COMPANY—REDUCTION OF CAPITAL.

CAPITAL AND INCOME.

See TENANT FOR LIFE—Apportionment.

— Earnings of company.

See COMPANY—WINDING-UP—ASSETS. 6.

CAPITAL MONEY.

— Application of, under Settled Land Acts.

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital.

CAPITAL PUNISHMENT.

— Return as to.

See CRIMINAL LAW—REPORTS AND RETURNS—Capital Punishments.

CARGO.

See SHIP—BILL OF LADING.

CARNAL KNOWLEDGE.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 3, 4, 5.

CARRIER.

1. — *Contract to carry—Passenger—Ticket—Conditions—Evidence.*] A. paid R. & Co. passage-money for a voyage on their steamer and received a folded ticket on which no writing was visible till it was opened. On the ticket was a condition that the co. would not be liable beyond \$100 for injury to the passenger or his luggage. On an action by A. to recover damages exceeding \$100 for personal injuries, the jury found that A. knew there was writing on the ticket, but did not know that it contained conditions as to the contract of carriage, and that the co. did not do what was reasonably sufficient to give A. notice of the conditions :—*Held*, that there was evidence on which the jury could properly so find. *RICHARDSON, SPENCE & Co. v. ROWNTREE*

[H. L. (E.) *affirm.* C. A. [1894] A. C. 217]

2. — *Goods shipped without bill of lading—Shipowner's liability.*] The pltf., a wool merchant at B., bought wool in London and handed a delivery order to the deft., who shipped the wool on board his steamer in London, carried it by sea to G., and forwarded it by rail to B., charging the pltf. a through rate of 1l. 7s. 6d. per ton, which covered all expenses of the transit from London to B., including insurance. The insurance was effected by the deft., who selected the underwriters and paid the premium, after receiving directions from the pltf. as to the amount per bale for which he was to insure. The pltf. did not receive possession of the policy; and on previous occasion, when losses had occurred, the deft. had received payment from the underwriters,

CARRIER—continued.

and had settled with the pltf. The wool was shipped without a bill of lading. In cases where the pltf. imported wool, he insured it for the whole transit, and the deft. charged only 1l. 5s. 9d. per ton for its conveyance from London to B. :—*Held*, that the deft. had insured the wool, not as agent for the pltf., but to cover his own liability as carrier, and had undertaken a liability equal to that of a common carrier, and had not, either expressly or impliedly, stipulated for any limitation of his liability, and therefore was liable without proof of negligence. *HILL v. SCOTT*

[1895] 2 Q. B. 371; *affirm.* by C. A. [1895] 2 Q. B. 713]

See RAILWAY—NEGLIGENCE. 1.

CASE STATED.

— On appeal from justices.

See SUMMARY PROCEEDINGS—Appeals to High Court.

CASES.

A list of Cases affirmed, reversed, followed, overruled, or judicially commented on or overruled or directly affected by Statute or Order during the years 1891-1895 inclusive is given in the "TABLE OF CASES AFFIRMED, &c.," at p. cxxxvii.

CASH.

— *Advanced to ship.*

See INSURANCE, MARINE. 1.

Agent—Receipt of cheque as cash.] An agent employed to receive money must not accept anything but cash unless it is in accordance with the ordinary course of business to receive a cheque. *PAPE v. WESTACOTT* C. A. [1894] 1 Q. B. 272

CASTING VOTE.

See MUNICIPAL ELECTION. 3.

CASTS OF FRUIT AND LEAVES.

See COPYRIGHT—Sculpture.

CASUALTIES.

See SHIP—CASUALTIES.

CATTLE.

— Injury to.

See NUISANCE—Persons Liable. 1.

— Insurance on live.

See INSURANCE, MARINE. 22.

CAUTIONARY OBLIGATION.

See SCOTTISH LAW—Guaranty.

CAVEAT.

See NEW SOUTH WALES—Law of New South Wales. 15, 16.

CEMETERY.

See BURIAL. 1.

CEMETERY COMPANY.

— Whether "owners of land," within Metrop. Management Acts.

See LONDON COUNTY—STREETS AND HIGHWAYS. 4.

CERTIFICATE

— of analyst under Sale of Food and Drugs Act, 1875.

See ADULTERATION—Analysis. 1, 2.

— of incorporation of company—Whether conclusive.

See COMPANY—REGISTRATION. 1.

CERTIFICATE—continued.

- of ownership of shares in company.
See COMPANY—SHARES—Certificate.
- of reasonableness and propriety of particulars of objection to Patent.
See PATENT—Practice. 5.
- of Registry of Ship.
See SHIP—MERCHANT SHIPPING ACTS. 1.
- of Surveyor of Highways as to extraordinary traffic.
See HIGHWAY—Repairs. 3.

CERTIORARI.

See CRIMINAL LAW—PROCEDURE. 4;
LONDON CITY—Administration of Justice—Mayor's Court. 1; SUMMARY PROCEEDINGS—Appeals to High Court.

CESSEUR CLAUSE.

See SHIP—BILL OF LADING—Cesser Clause.

CESSEUR OF INTEREST

- on Bankruptcy.
See BANKRUPTCY—VOID SETTLEMENT. 2.

CEYLON.**Death Duties.**

See DEATH DUTIES—Estate duty.

Law of Ceylon.

- Appeal to Judicial Committee.
See JUDICIAL COMMITTEE—Practice. 1.
- 1. — *Fiscal sale—Ejectment.* In an action of ejectment the *pltf.* had purchased from the mortgagor of an estate, and the *def.* (subsequently), from the mortgagee, under a fiscal sale obtained in proceedings to which *pltf.* was not a party:—*Held*, that whether the *pltf.* was or was not bound by the fiscal sale, he could not in law or justice eject the *def.* without at least paying the moneys due on the mortgage; and that, whether he was or was not entitled to redress, there being no prayer for relief of that character, it could not be decreed to him in that action.
MURUGASER MARIMUTTU v. DE SOYSA
[J. C. [1891] A. C. 69]
- 2. — *Fiscal sale of testator's estate—Judgment against executor who has not proved—Effect of application for probate.* A creditor of a deceased debtor cannot sue a person named as executor in the will of the deceased unless he has either administered or obtained a grant of probate, and a fiscal sale in execution of a judgment against such person does not bind the deceased's estate.
MOHAMMIDU MOHIDEEN HADJAR v. FITCHEY
[J. C. [1894] A. C. 437]
- 3. — *Matrimonial Law.* The matrimonial law applicable to British or European residents in Ceylon is the Roman-Dutch law as it existed in the colony at the date of the Royal Proclam. of Sept. 23, 1799. That law did not contain any power specially conferring on the Colonial Courts jurisdiction to divorce a *vinculo* European spouses resident in the colony, but whose marriage and domicile were in England. *LE MESURIER v. LE MESURIER* (No. 2) — J. C. [1895] A. C. 517
And see DIVORCE—JURISDICTION. 1.
- 4. — *Patent—Infringement—Improvements—Extent of protection.* Where a patent had been

CEYLON—Law of Ceylon—continued.

granted merely for improvements upon the mechanism of an old and known machine:—*Held*, that the patentee's exclusive right thereto could not be permitted to exceed the exact terms of his specification; and that the defendants' improvements which had the same object, but were effected in a manner not strictly corresponding to the specification, were not an infringement of his patent. *BROWN v. JACKSON*
[J. C. [1895] A. C. 448]

CHAIRMAN.

- of improvement Committee of Borough council.
See BOROUGH (ENGLAND)—Corporate Office.
- at meeting of Company.
See COMPANY—MANAGEMENT. 1.

CHAIR-MARKING

- of Cabman's Licence.
See METROPOLITAN POLICE DISTRICT—Hackney Carriages. 1.

CHAMBERS.

See PRACTICE—APPEAL; PRACTICE—CHAMBERS.

CHAMPERTY (AND MAINTENANCE).

1. — *Libel action—Right of third party whose character is reflected on to maintain action.* In order to justify maintenance by one person of the suit of another, there must either be a common interest recognised by the law in a matter at issue in the suit, or the case must fall within one of the specific exceptions from the law against maintenance established by the authorities. *ALABASTER v. HARNES* — *Hawkins J.*
[[1894] 2 Q. B. 397; affirm. by C. A.
[[1895] 1 Q. B. 339]
2. — *Solicitor's bill of costs—Right of client to tax.* Money was subscribed by strangers for maintenance of litigation, to be repaid out of the property if recovered; large sums were paid to the solicitor. The litigation was unsuccessful.—*Held*, that the solicitor could not resist taxation of his costs, and an account of the money paid to him, on the ground that the employment for which he was retained and for which the money was paid, was illegal. *In re THOMAS. JAQUESS v. THOMAS* C. A. affirm. Div. Ct. [1894] 1 Q. B. 747

CHANCEL SCREEN GATES.

See ECCLESIASTICAL LAW—Faculty. 4, 14.

CHANCERY COURT OF LANCASTER.

See LANCASTER—Chancery Court.

CHANCERY VISITORS IN LUNACY.

See LUNACY—Judicial Inquisition. 8.

CHANNEL.

- Narrow channel.
See SHIP—COLLISION. 12.

CHAPEL.

- Endowments—Duty to render accounts to Charity Commissioners.
See CHARITY—CHARITY COMMISSIONERS. 1.
- Side chapel.
See ECCLESIASTICAL LAW—Faculty. 15

CHAPLAIN.

- Workhouse—Validity of charge on salary.
See BANKRUPTCY—Assets. 20.

CHARGE

— of Annuity on capital.

See ANNUITY—Charge on Capital.

— Declaration of.

See COMPANY—DEBENTURE. 4, 5, 11.

— Equitable.

See COMPANY—DEBENTURE. 40.

— on Real Estate.

See JUDGMENT DEBT. 1.

— Reduplication of.

See WILL—RESIDUE. 2.**CHARGE OF DEBTS.***See* WILL—CHARGE OF DEBTS.**CHARGING ORDER.***See* PRACTICE—CHARGING ORDER.

— fund in Lunacy.

See LUNATIC—Property. 1.

— validity of in Bankruptcy.

See BANKRUPTCY—ASSETS. 17.

— Solicitor's costs.

See SOLICITOR—LIEN. 2—6.

— order for Transfer of Stock.

See MORTGAGE—FORECLOSURE. 11.**CHARITABLE PURPOSE.***See* CHARITY—GIFT TO CHARITY. 1—5, 13—15.**CHARITY.***Charity Commissioners*, col. 111.*Gift to Charity*, col. 113.*Management*, col. 116.*Mortmain*, col. 116.**CHARITY—CHARITY COMMISSIONERS.**

1. — *Accounts of Charity—Wesleyan chapel and endowments.* The trustees of a Wesleyan chapel, which was endowed, refused to render any accounts of the endowments to the Charity Commrs. :—*Held*, that they must render accounts of the endowments, for the exemption of buildings registered for religious worship in s. 62 of the Charitable Trusts Act, 1853, only applied to the chapel itself and not to any property held with it on a particular and specific trust. *In re* ST. JOHN STREET WESLEYAN METHODIST CHAPEL, CHESTER - - Stirling J. [1893] 2 Ch. 618

[*But see the Charitable Trusts (Places of Religious Worship) Amendment Act, 1894.*]

2. — *Application for scheme—Jurisdiction of Commissioners.* When once the trustees of a charity make formal application to the Commrs. for a scheme, the jurisdiction of the Commrs. attaches absolutely to the charity, and cannot be put an end to by the withdrawal of the application before the scheme is completed. *In re* POOR LANDS CHARITY, BETHNAL GREEN

[Chitty J. [1891] 3 Ch. 400

3. — *Consent to action—Administration—Scholarship.* An action claiming that a person was entitled to the possession and enjoyment of a scholarship involves the partial execution or administration of the trusts of the charity deed establishing the scholarship, and consequently the consent of the Charity Commrs. is necessary before the action can be proceeded with. *ROOKE v. DAWSON* - - Chitty J. [1895] 1 Ch. 480

CHARITY — CHARITY COMMISSIONERS — continued.

4. — *Consent to lease—Lease for more than twenty-one years—Charitable Trusts Act, 1855, s. 29.* A lease by the trustees of a charity for more than twenty-one years without the approval of the Charity Commrs. (as required by s. 29 of the Charitable Trusts Act, 1855) is not valid for twenty-one years, but is absolutely void. *BISHOP OF BANGOR v. PARRY* - - Charles J. [1891] 3 Q. B. 277

5. — *Consent to sale of land.* Under the Charitable Trusts Acts, 1853 and 1855, the consent of the Commrs. to the sale of land belonging to a charity is not required when the land is held in trust for the general purposes of the charity, and is not subject to any specific and particular trust distinct from those general objects. *In re* GOVERNORS OF THE CORPORATION OF THE SONS OF THE CLERGY AND SKINNER - North J. [1893] 1 Ch. 178

6. — *Consent to sale of land.* A deed founding a charity, and duly enrolled under 9 Geo. 2, c. 36, is not "a scheme legally established" within s. 29 of the Charitable Trusts Amendment Act, 1855; and the trustees in whom the lands of the charity are vested cannot sell such lands under a power of sale contained in the deed, otherwise than with the authority of Parliament, or of the Court, or with the approval of the Charity Commissioners. *In re* MASON'S ORPHANAGE AND LONDON AND NORTH WESTERN RAILWAY CO. Stirling J. [1895] W. N. 138 (3)

7. — *Endowed school—Dismissal of schoolmaster.* The consent of the Charity Commrs. is not a necessary preliminary to obtaining an interlocutory injunction to restrain trustees from dismissing a schoolmaster, until the trustees have held a formal and proper meeting and the schoolmaster has been heard on his defence. *FISHER v. JACKSON* - - North J. [1891] 2 Ch. 84

8. — *Endowed school—Public school—Scheme—Maintenance.* A charitable foundation provided for scholarships at Oxford for boys from six schools, one of which was a public school within the meaning of the Public Schools Act, 1868 :—*Held*, that such a provision was for the "maintenance" of the schools and part of their "educational endowment," and that the fact that one of them was a public school did not exclude the jurisdiction of the Charity Commrs. to make a scheme for the management of the whole charity under the Endowed Schools Acts. *ATTORNEY-GENERAL v. DEAN AND CHAPTER OF CHRIST CHURCH, OXFORD* [North J. [1894] 3 Ch. 524

9. — *Endowed school—Scheme—Patronage—Modern endowment.* In an appeal under s. 39 of the Endowed Schools Act, 1869, against a scheme of the Charity Commrs. under the Welsh Intermediate Education Act, 1889 :—*Held*, that the policy of the scheme cannot be considered. It can only be modified so far as it is *ultra vires*. Where there was no direction to that effect in the instrument of foundation, nor regs. prescribed by the founder or under his authority in his lifetime or within fifty years of the founder's death, the scheme need not provide for religious instruction according to the Established Church. Such reg.

CHARITY — CHARITY COMMISSIONERS — continued.

cannot be presumed from practice extending over a long period. Sect. 13 of the Act does not apply to rights of patronage which are not at the date of the Act exercised by a member of the governing body or possessed in consequence of his gift. A modern endowment under the Welsh Act is one made since 1869. Such endowment if so mixed with the old endowment as that it cannot be conveniently separated must be deemed to be part thereof. *In re ENDOWED SCHOOLS ACT, 1869, AND SWANSEA GRAMMAR SCHOOL*

[J. O. [1894] A. C. 252]

10. — *Endowment—Funds arising from voluntary contributions.* The C. Corporation had power to hold land without licence under the Mortmain Act. The corporation applied funds arising from voluntary contributions for the general purposes of the charity in purchase of land:—*Held*, (1) that the income of any endowment means *primâ facie* the income of any invested funds whether held on special trust or for the general purposes of the charity; (2) that in the case of a charity partly supported by voluntary subscriptions and partly by endowment, gifts for the general purposes of the charity which may be lawfully applied as income are exempt from the jurisdiction of the Charity Commrs.; (3) that the funds invested in land did not lose their character by such application, and that the land was not subject to the jurisdiction of the Charity Commrs.; (4) (by Kekewich J.) that the claim of the Commrs. was not adverse litigation within s. 80 of the Lands Clauses Act, 1845, and that a rlyw. which had purchased the land must pay the costs of the application. *In re CLERGY ORPHAN CORPORATION*

[C. A. affirm. Kekewich J. [1894] 3 Ch. 145]

11. — *Jurisdiction—Endowment—Absolute discretionary power.* A. bequeathed a fund to trustees with absolute discretion to apply the bequest for the benefit of a charity not supported by any voluntary contributions:—*Held*, that the bequest was an endowment of a charity, but not a mixed charity within s. 62 of the Charitable Trusts Act, 1853, and that the Charity Commrs. were entitled to demand accounts of the property and income of the charity. *In re GILCHRIST EDUCATIONAL TRUST*

— Kekewich J. [1895]

[1 Ch. 367]

CHARITY—GIFT TO CHARITY.

1. — *Charitable purposes—Anti-vivisection society.* Societies for the suppression and abolition of vivisection are within the legal definition of the term "charity." *In re FOYEAUX. CROSS v. LONDON ANTI-VIVISECTION SOCIETY*

[Chitty J. [1895] 2 Ch. 501]

2. — *Charitable purposes—Endowment of church on continuing condition—Validity.* A testatrix by her will bequeathed a sum "towards an endowment for a church at B., provided conditions as laid down for a church at C. should be carried out." She had previously contributed towards the endowment of the church at C., and the chief clerk found that one of the conditions of that gift was that the black gown should be worn in the pulpit:—*Held*, that this condition was not impossible or illegal, but was a continuing condition, and that the fund must be retained in

CHARITY—GIFT TO CHARITY—continued.

Court, the incumbent to be entitled to the income if he performed the condition. *In re ROBINSON. WRIGHT v. TUGWELL* — North J. [1892] 1 Ch. 95

3. — *Charitable purposes—Poor.* (A) A gift in favour of poor foreigners resident abroad is a charitable gift. *In re GECK. FREUND v. STEWARD*

[C. A. [1893] W. N. 161]

(B) A gift by will "to the poor and the service of God" is a good charitable gift. *In re DARLING. FARQUHAR v. DARLING* — Stirling J.

[1895] W. N. 140 (12)

4. — *Charitable purposes—Public advantage—Teaching shooting.* A gift to the National Rifle Association for teaching shooting, held to be valid. *In re STEPHENS. GILES v. STEPHENS*

[Kekewich J. [1893] W. N. 140]

5. — *Charitable purposes—Religious purposes.* A bequest to a religious institution or for a religious purpose is *primâ facie* a bequest for a "charitable" purpose, and the law applicable to "charitable" bequests, as distinguished from ordinary bequests, should be applied. A gift "to the following religious charities" (the names being left blank):—*Held*, to show a general charitable intention, which the Court would execute. Scheme directed as to such part of the estate as was at the testator's death pure personality.

(A) *In re WHITE. WHITE v. WHITE* C. A. revers. [Kekewich J. [1893] 2 Ch. 41]

(B) GATES AND JONES' CASE otherwise JONES' CASE — — [1893] 2 Ch. 49, n.

— grant of soil of highway for Charitable use.

See LIMITATIONS, STATUTE OF. 21.

— Colonial law.

See CHARITY—MORTMAIN. 2; QUEENSLAND—Law of Queensland. 1.

6. — *Conditional gift—Repair of tomb.* A condition that a family vault shall be kept in repair, attached to a gift of stock to charity A., with a gift over on non-compliance to charity B.:—*Held* to be valid. *In re TYLER. TYLER v. TYLER* C. A. affirm. Stirling J. [1891] 3 Ch. 252

7. — *Cy-près—Failure of object—Annuitant society.* A society was formed to provide a fund for relief of widows of members, and which subsequently conformed to the provisions of the Friendly Societies Act, 1829:—*Held*, that the society was not a charitable institution to which the doctrine of *cy-près* could be applied, and that on the death of all the members and their widows the property did not pass to the Crown as *bona vacantia*, but by resulting trust to the members of the society or their legal representatives in proportion to their contributions to the funds of the society. CUNNACK v. EDWARDS

[Chitty J. [1895] 1 Ch. 429]

8. — *Cy-près—Failure of object—Educational charity.* An educational charity became useless owing to the effect of the Elementary Education Acts. The Court sanctioned a *cy-près* scheme which the Att.-Gen. had approved, although the Att.-Gen. had not been formally served and did not appear on the petition. *In re BRADFORD SCHOOL OF INDUSTRY* Chitty J. [1893] W. N. 60

9. — *Cy-près—Failure of object—Religious*

CHARITY—GIFT TO CHARITY—continued.

seminary.] A. by his will bequeathed a legacy "to the rector for the time being" of a certain R. C. seminary. A. died in 1893. Between the date of the will and A.'s death the seminary ceased to exist:—*Held*, that the gift pointed to a particular seminary, and that seminary having ceased to exist in A.'s lifetime, the legacy lapsed. *In re RYMER.* RYMER v. STANFIELD

[C. A. affirm. Chitty J. [1895] 1 Ch. 19

See also FRIENDLY SOCIETY. 1.

10. — *Foreign objects, charity having only.*] A testator left £20,000 on trust, to transmit the income to Germany to be applied for the benefit of the poor of O.; he also gave three-fourths of the residue on the same trusts, and empowered the trustees to transfer the corpus of the trust funds to Germany if they thought fit:—*Held*, by Chitty J., that impure personality did not pass under the bequest:—*Held*, by C. A., affirm. Chitty J., that a gift in favour of poor foreigners resident abroad was a charitable gift under 43 Eliz. c. 4, and that the bequest was good as to pure personality. *In re GECK.* FREUND v. STEWARD - - - C. A. [1893] W. N. 161

11. — *Marshalling — Impure personality.*] Where a testator gave to a charity after a pecuniary legacy all the residue of her personal estate, "save and except such parts thereof as cannot by law be appropriated by will to charitable purposes":—*Held*, that the gift of the residue did not operate as a direction to marshal the estate in favour of the charity, and that the impure personality passed to the next of kin. *In re SOMERS-COCKS.* WEGG-PROSSER v. WEGG-PROSSER - - - Kekewich J. [1895] 2 Ch. 449

12. — *Perpetuity, rule against.*] (A) The rule against perpetuities has no application to the transfer in a certain event of property from one charity to another. *In re TYLER.* TYLER v. TYLER C. A. affirm. Stirling J. [1891] 3 Ch. 252

(B) But this exception does not extend to cases where (1) an immediate gift in favour of private individuals is followed by an executory gift in favour of charity, or (2) an immediate gift in favour of charity is followed by an executory gift in favour of private individuals. *In re BOWEN.* LLOYD PHILLIPS v. DAVIS

[Stirling J. [1893] 2 Ch. 491

13. — *Perpetuity—Volunteer corps.*] A conditional gift by will for the benefit of a volunteer corps held void as infringing the rule against perpetuities. *In re LORD STRATHEDEN AND CAMPBELL.* ALT v. STRATHEDEN AND CAMPBELL

[Romer J. [1894] 3 Ch. 265

14. — *Perpetuity—Yacht-racing.*] N. by his will gave a sum the interest of which was to be expended in providing a cup to be given for the encouragement of yacht-racing:—*Held*, that the gift being for the encouragement of a mere sport, though it might be beneficial to the public, could not be upheld as charitable and was void for remoteness. *In re NOTTAGE.* JONES v. PALMER (No. 1) C. A. affirm. Kekewich J. [1895] 3 Ch. 649

15. — *Voluntary gift—Subsequent conveyance for value—27 Eliz. c. 4.*] A voluntary gift for charitable purposes is not covinous within 27

CHARITY—GIFT TO CHARITY—continued.

Eliz. c. 4, and is not avoided by a subsequent conveyance for value. RAMSAY v. GILCHRIST

[J. C. [1892] A. C. 412

[But see now the Voluntary Conveyances Act, 1893 (56 & 57 Vict. c. 21).]

And see WILL—PERPETUITY; WILL—SUPERSTITIOUS USES.

CHARITY—MANAGEMENT.

By the Charitable Trusts (Recovery) Act, 1891 (54 & 55 Vict. c. 17), the recovery of rent-charges and other payments owing to charities is facilitated.

Rules, dated May 27, 1892 ("R. S. C. Charitable Trusts Recovery, 1892"), made under the Charitable Trusts (Recovery) Act, 1891. St. B. & O. 1892, p. 907; W. N. [1892] (Appx. of O. & B.), p. 21.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), provisions are made for the transfer to parish councils of the management of parochial charities not being ecclesiastical.

— by Charity Commissioners.

See CHARITY—CHARITY COMMISSIONERS.

1. — *National school — Dismissal of schoolmaster.*] An injunction granted restraining the committee of management from dismissing a schoolmaster because (1) one member of the committee had not been summoned, and (2) strangers took part in the meeting:—*Held*, that the committee could act though no elective members existed, but did not decide whether the master ought to have had an opportunity of being heard. LANE v. NORMAN

[North J. [1891] W. N. 202

2. — *Two charities for one object.*] Where two charities were being administered for the same object, viz., maintaining a school, the Court sanctioned the application of funds of one charity in discharging a mortgage upon property belonging to the other, but ordered the mortgage to be kept alive in favour of the charity out of whose funds it was discharged in the event of subsequent separation of the administration of the two charities. COCKBURN v. RAPHAEL

[North J. [1891] W. N. 14

CHARITY—MORTMAIN.

By the Mortmain and Charitable Uses Act, 1891 (54 & 55 Vict. c. 73), the law relating to Mortmain and Charitable Uses was amended.

1. — *Charitable bequest—Impure personality.*] Where there was a contingent bequest of residuary personality on trust for the general purposes of a Roman Catholic diocese, and at testator's death a part (A) of the estate was invested on mortgage of realty, and the trustees subsequently similarly invested a further portion (B), *held* that the bequest did not take effect on the parts of the estate (A) and (B). *In re CORCORAN.* CORCORAN v. RIDDELL North J. [1892] W. N. 182

2. — *Colonial will—Land in England.*] The Mortmain and Charitable Uses Act, 1888, does not apply to Colonial wills.

Where A., domiciled in Victoria, by his will gave money to an English corporation for the purchase of land in England for a charitable purpose:—*Held*, that the gift was governed by

CHARITY—MORTMAIN—continued.

the law of Victoria, and, being valid by that law, bound the executors to pay the legacy to the corporation. *CANTERBURY CORPORATION v. WYBURN* - - - J. O. [1895] A. C. 89

3. — *Corporation stock—Charge on rents.* Corporation debenture stock charged on "the rates and revenue of all landed and other property of the corporation" is not an interest in land within the Mortmain Act (9 Geo. 2, c. 36), s. 3, nor within the Mortmain and Charitable Uses Act, 1888, ss. 4, 10 (iii.). *In re PICKARD. ELMSELEY v. MITCHEL* - North J. [1894] 2 Ch. 38; [affirm. by C. A. [1894] 3 Ch. 704]

4. — *Devise of future estate.* Under s. 5 of the Mortmain and Charitable Uses Act, 1891, land may be devised in favour of charities for any estate or interest whatever therein, whether the interest is in possession or merely a future one. *In re HUME. FORBES v. HUME* [C. A. affirm. Stirling J. [1895] 1 Ch. 422]

5. — *Mortgage on waterworks—Pure or impure personality.* A mortgage on the water-rates and works, given by a corporation to raise moneys for waterworks, held not to be a charge on the undertaking as a going concern, and not to confer on the mortgagee an interest in land. The authorities considered. *In re PARKER. WIGNALL v. PARK* - - - Stirling J. [1891] 1 Ch. 682

6. — *Interest in land—Mortmain and Charitable Uses Act, 1891.* A testator, who died after the passing of the Mortmain and Charitable Uses Act, 1891, by his will, made before the passing of the Act, gave to a charity such part of residue "as may by law be given for charitable purposes," with a separate gift of the remainder to A.:—Held, that the Act applied, and in the absence of a contrary intention the whole of the residue, realty as well as personalty, went to the charity. *In re BRIDGER. BROMPTON HOSPITAL FOR CONSUMPTION v. LEWIS* [North J. [1893] 1 Ch. 44; [affirm. by C. A. [1894] 1 Ch. 297]

7. — *Metropolitan Surplus Land Stock—Mortmain and Charitable Uses Act, 1888.* A gift of Metropolitan Surplus Land Stock to a charity is valid, for under the Act creating the stock the stockholder has no power of reaching the land, and the stock is not therefore an interest in land within the meaning of the Act of 1888. In this case the testator died in 1890: the Act of 1891 provides for cases where the testator dies after Aug. 5, 1891. *In re HOLLON. FORBES v. HARDCASTLE* [C. A. affirm. Stirling J. [1893] W. N. 111]

CHARITY COMMISSIONERS.

See CHARITY—CHARITY COMMISSIONERS.

CHART.

See COPYRIGHT—Book. 4.

CHARTER.

Powers of Crown to grant. The powers of the Crown in 1720 as to the grant of prerogative charters considered by Lindley L.J. in *ELVE v. BOTTON* - - - [1891] 1 Ch. 501, at p. 507

CHARTERPARTY.

See SHIP—BILL OF LADING, &c.

CHARTERPARTY—continued.

— Cancellation of charter.

See INSURANCE, MARINE. 4.

CHATTEL.

— Bailment of.

See BAILMENT.

— Recovery of possession.

See FURNITURE.

CHEMIN DE FER.

See GAMING—Unlawful Games.

CHEQUE.

1. — *Cash, when equivalent to.* The circumstances in which an agent may receive a cheque in lieu of cash considered. *PAPH v. WESTACOTT* [C. A. [1894] 1 Q. B. 372]

2. — *Crossed cheque—Banker collecting and handing over proceeds—Conversion.* M., the payee of a cheque, specially indorsed it to K. and posted it to K. S., having obtained possession of the cheque in transmission, altered the indorsement, presented it at the C. Bank, and requested them to collect it. They did so, and handed the proceeds to him in France:—Held, that the C. Bank were liable to K. for the amount of the cheque. *KLEINWORT, SONS & CO. v. COMPTOIR NATIONAL D'ESCOMPTE DE PARIS* [Cave J. [1894] 2 Q. B. 157]

3. — *Dishonour, notice of—Affidavit verifying cause of action.* On an application under O. XIV., r. 1, to enter final judgment on a writ specially indorsed with a claim for the amount of a dishonoured cheque, the affidavit verifying the cause of action need not contain an allegation that notice of dishonour has been given to the drawer. *MAY v. CHIDLEY* - Div. Ch. [1894] 1 Q. B. 451

— given by Co-surety.

See PRINCIPAL AND SURETY—Discharge.

1.

4. — *Honouring cheques—Garnishee order.* Where a banker had been served with a garnishee order attaching all moneys in his hands belonging to the plaintiff:—Held, that he was not obliged to honour cheques drawn by the plaintiff against the balance in his hands over and above the judgment debt, and that his refusal to do so gave the plaintiff no cause of action. *ROGERS v. WHITELEY* - - - H. L. (E.) [1892] A. C. 118 [affirm. C. A. and Div. Ct. 23 Q. B. D. 236]

5. — *Post-dated—Evidence of debt—Stamp Act, 1891, ss. 4, 38.* A post-dated cheque stamped as a cheque is admissible in evidence in action brought after the date of the cheque, as it appears when tendered to be sufficiently stamped. *ROYAL BANK OF SCOTLAND v. TOTTENHAM* [C. A. [1894] 2 Q. B. 715]

— Signed by procuration.

See PRINCIPAL AND AGENT—Liability of Principal. 2.

6. — *Words prohibiting transfer—Bills of Exchange Act, 1882, ss. 8, 73, 76.* In order to prevent a cheque, drawn payable to order, being negotiable, the intention must be clearly expressed. Crossing the cheque to the payee's account at a particular bank is not sufficient. Conditions necessary for rendering a cheque not negotiable considered. *NATIONAL BANK v. SILKE* [C. A. [1891] 1 Q. B. 435]

And see BILL OF EXCHANGE.

CHILD.

See INFANT.

— Cruelty to.

See CRIMINAL LAW—CRUELTY TO CHILDREN.

— of Divorced parents.

See DIVORCE—CHILDREN.

CHILDREN.

— gifts to by Will.

See WILL—CHILDREN.

CHIMNEY SWEEPER.

By the *Chimney Sweepers Act, 1894* (57 & 58 Vict. c. 51), chimney sweepers were prohibited from knocking or ringing bells, &c.

CHINA.

Consular Courts.

See COLONIAL COURT OF ADMIRALTY.

CHINA SETTLEMENTS.

See FOREIGN JURISDICTION.

CHINESE IMMIGRATION.

See VICTORIA—Law of Victoria. 1.

CHLORODYNE.

— Sale of.

See POISON. 2.

CHOSE IN ACTION.

— Assignment of reversion by married woman.

See MARRIED WOMAN—PROPERTY—Generally. 3.

— Mortgage of.

See MORTGAGE—PRIORITY, 1, 3.

— Passing by will.

See WILL—WORDS. 3.

— Right to relief from forfeiture of lease.

See LANDLORD AND TENANT—LEASE. 41.

CHURCH.

— Endowment of.

See CHARITY—GIFT TO CHARITY. 2.

— Powers.

See ECCLESIASTICAL LAW—Pew.

— Repair of.

See BURIAL. 3.

— Scottish law.

See SCOTTISH LAW—Church.

1. — *Site of church—New street—Paving—18 & 19 Vict. c. 120, ss. 105, 250; 25 & 26 Vict. c. 102.* Where part of the site of a church is consecrated, the whole freehold of the site vests, under s. 13 of the Church Building Act, 1845, in the incumbent: the Eccles. Commrs. thereupon cease to be owners, and are not liable to contribute towards the cost of paving a new street. BOARD OF WORKS FOR PLUMSTEAD DISTRICT v. ECCLESIASTICAL COMMISSIONERS FOR ENGLAND

[Div. Ct. [1891] 2 Q. B. 361

2. — *Site of church—Open space—Burial ground.* The site of a desecrated church in London, sold under the Union of Benefices Act, 1860, is not a "disused burial ground" within the statutes so as not to be available as building ground. The power to build is not affected by the Union of Benefices Amendment Act, 1871. The site of a church where intramural burial has taken place has not been set apart for purposes of interment, and is not affected by the Disused Burial Grounds Act, 1884. Sect. 5 of the Disused

CHURCH—continued.

Burial Grounds Act, 1884, applies to dispositions made after the Act. *In re ECCLESIASTICAL COMMISSIONERS AND NEW CITY OF LONDON BREWERY CO.* — North J. [1895] 1 Ch. 703
And see ECCLESIASTICAL LAW, *passim*.

CHURCH RATE.

See ECCLESIASTICAL LAW—Church Rates.

CHURCHWARDEN.

By the *Local Government Act, 1894* (56 & 57 Vict. c. 73), the civil functions of churchwardens were transferred to parish councils.

— Election as vestry clerk.

See QUO WARRANTO. 2.

— Trustee, with overseers, of parish lands.

See LIMITATIONS, STATUTE OF. 21.

CHURCHYARD.

— Disused.

See ECCLESIASTICAL LAW—Faculty. 6—9.

CIRCUITS.

See SUPREME COURT—ASSIZES.

CIRCULAR.

— Intimidating.

See PRACTICE—INJUNCTION. 36.

— Libellous.

See DEFAMATION—LIBEL. 18, 25, 26.

— Against infringing Patent.

See PATENT—Threats. 4.

CIRCULAR TO CREDITORS.

See BANKRUPTCY—ACT OF BANKRUPTCY—Circular to Creditors.

CITATION.

— of Cases.

See LAW REPORTS.

CITY OF LONDON COURT.

See COUNTY COURT—LONDON, CITY—Administration of Justice—City of London Court.

CLAIM.

— of Franchise.

See PARLIAMENTARY, &c., REGISTRATION—Claim.

CLAIM, STATEMENT OF.

— Altering modifying, or extending, indorsed on writ.

See PRACTICE—WRIT OF SUMMONS—Indorsement. 1.

CLASS (ASCERTAINMENT OF MEMBERS OF).

— in Settlement.

See SETTLEMENT—Voluntary Settlement. 4.

— in Will.

See WILL—CLASS.

CLAY.

— Entering lands sold to railway.

See MINES AND MINERALS—Working. 12.

CLERGY DISCIPLINE ACT.

See ECCLESIASTICAL LAW—Offences by Clergymen. 1.

CLERGYMAN.

See ECCLESIASTICAL LAW.

CLERGYMAN—continued.

— Salary of workhouse chaplain.

See **BANKRUPTCY—ASSETS.** 20.**CLERK.**

— Authority of.

See **COMPANY—MANAGEMENT.** 2.

— Embezzlement by.

See **CRIMINAL LAW—OFFENCES AGAINST PROPERTY.** 2.

— duties of, as to Trade Secrets.

See **MASTER AND SERVANT—Trade Secrets.****CLERK (ARTICLED).**See **SOLICITOR—ARTICLED CLERK.****CLERK IN HOLY ORDERS.**See **ECCLIASTICAL LAW.****CLERK TO JUSTICES.**See **BOBOUGH (ENGLAND)—Judicial Expenses.****CLIENT.**See **SOLICITOR, passim.****CLOAK ROOM.**See **RAILWAY—MANAGEMENT.****CLOSE COPIES.**See **SOLICITOR—BILL OF COSTS—General.** 1.**CLUB.**

— Betting in.

See **GAMING—Offences, &c.** 1.

— Sale of liquors in.

See **INTOXICATING LIQUORS—Offences.** 4.

— Sick and accident.

See **MASTER AND SERVANT—Truck.****CLYDE, RIVER.**

— Sailing Rules.

See **SHIP—COLLISION.****COAL.**

— Consumed in endeavouring to float stranded steamship.

See **SHIP—GENERAL AVERAGE.** 2.

— Sale of, out of vehicle.

See **WEIGHTS AND MEASURES.** 1.**COAL CELLAR PLATE.**See **LANDLORD AND TENANT—LANDLORD'S LIABILITY.** 4.**COAL MINE.**See **MINES AND MINERALS—Coal Mines.****COASTING TRADE.**See **SHIP—PILOTAGE—Compulsory Pilotage.** 1.**CO-CONTRACTORS.**See **PRACTICE—PARTIES—Adding Defendant.** 3, 4.**CO-DEFENDANT.**

— brought in as Third Party.

See **PRACTICE—THIRD PARTY PROCEDURE.** 1.**CODICIL.**See **PROBATE—GRANT OF PROBATE.** 15, 19, 36; **WILL—SPECIFIC DEVISE.** 6.**CO-EXECUTOR.**

— Misappropriation by.

See **EXECUTOR—Liabilities.** 3.**COGNIZANCE.**

— of former Probate action, effect of.

See **PROBATE—REVOCATION OF PROBATE.** 1.**COHABITATION.**

— Resumption of.

See **DEED—Construction.** 5.**COIN.**By the *Coinage Act, 1891* (54 & 55 Vict. c. 72), the *Coinage Act, 1870*, was amended.By *O. in C. dated March 16, 1892*, provision was made for the exchange at par of gold coins which are below the least current weight and have not been called in by Proclamation. *St. R. & O. 1892, p. 40.**O. in C. dated May 11, 1895*, approving proclamation giving currency to bronze coinage of new design. *St. R. & O. 1895, No. 215. Price ½d.***COKE.**

— Whether "coal."

See **LONDON COUNTY—STREETS AND HIGHWAYS.** 14.**COLLEGE.**See **UNIVERSITY, passim.**

— assessment to House Tax.

See **HOUSE TAX.** 2.

— assessment of bursar to Income Tax.

See **INCOME TAX.** 12.**COLLIERY.**See **MINES AND MINERALS—Coal Mines.**

— Mortgage of.

See **MORTGAGE—FORECLOSURE.** 18.**TENANT FOR LIFE—Apportionment.** 11.**COLLISION.**See **INSURANCE, MARINE.** 7—11; **SHIP—COLLISION.****COLLUSION.**See **DIVORCE—COLLUSION.****COLONIAL COURT OF ADMIRALTY.***O. in C. dated Aug. 7, 1894* (*The Consular Courts (Admir.) O. in C. 1894*), applying certain enactments of the *Colonial Court of Admiralty Act, 1890*, to all Courts having Vice-Admiralty jurisdiction under Orders in Council in places in Africa (local jurisdictions), China, Corea, Japan, Ottoman Empire, Persian Coast, Siam, and Zanzibar. *St. R. & O. 1894, p. 131.*And see **FOREIGN JURISDICTION.****COLONIAL PROBATES ACT, 1892.**See **PROBATE—GRANT OF PROBATE—Colonial Probates Act.****COLONY.****Colonial Law Generally.**1. — *Bankruptcy.*] The English Bankruptcy Act, 1869, applies to the whole of Her Majesty's dominions. *CALLENDER, SYKES & Co. v. COLONIAL SECRETARY OF LAGOS. WILLIAMS v. DAVIES* [J. O. [1891] A. C. 460]2. — *Federal and provincial rights.*] The mutual rights of the Dominion and Provincial Govts. in Canada considered by J. C. with regard to the following matters:—(A) Bank Act of the Dominion. *TENNANT v. UNION BANK OF CANADA* - [1891] A. C. 31(B) Bankruptcy legislation. *ATTORNEY-GENERAL OF ONTARIO v. ATTORNEY-GENERAL FOR CANADA* - - - J. C. [1891] A. C. 189

COLONY—Colonial Law Generally—continued.

(c) Crown relations to Provinces. LIQUIDATORS OF MARITIME BANK OF CANADA *v.* RECEIVER-GENERAL OF NEW BRUNSWICK [1892] A. C. 437

(d) Education Act of Province. CITY OF WINNIPEG *v.* BARRETT - [1892] A. C. 445
BROPHY *v.* ATTORNEY-GENERAL OF MANITOBA - [1895] A. C. 202

3. — Governor's power to pardon contempt of Court.] The prerogative of pardon extends to the remission of a sentence of a purely punitive character for contempt of Court. *In re A SPECIAL REFERENCE FROM THE BAHAMA ISLANDS* [J. C. [1893] A. C. 138

4. — Governor—Statutory limitation of power to appoint judges. The power of the governor of a colony having constitutional govt. to add without limit to the number of judges of the Supreme Court without express parl. sanction considered. BUCKLEY *v.* EDWARDS - J. C. [1892] A. C. 387

5. — Mortmain—Land in England.] The Mortmain and Charitable Uses Act, 1888, does not apply to colonial wills. CANTERBURY CORPORATION *v.* WYBURN - J. C. [1895] A. C. 89

6. — Prerogative of the Crown—Priority over simple contract creditors.] The prerogative of the Crown, when not expressly limited by local law or statute, is as extensive in the Colonies as in Great Britain, and gives a colonial govt. priority in bankruptcy in respect of a simple contract debt. LIQUIDATORS OF THE MARITIME BANK OF CANADA *v.* RECEIVER-GENERAL OF NEW BRUNSWICK - J. C. [1892] A. C. 437

7. — Prerogative of the Crown—Petition of right—Colonial servants of the Crown—Tenure of office.] A colonial govt. is on the same footing as the home govt. as to the employment and dismissal of servants of the Crown; and in the absence of special contract they hold their offices during the pleasure of the Crown.—Where A. during the absence on leave of B. was gazetted to act temporarily in his office and was dismissed before B.'s leave expired.—*Held*, that A. had no cause of action. SHENTON *v.* SMITH [J. C. [1895] A. C. 229

Law of Particular Colonies, and for reference to Colonial Acts and Ordinances interpreted by the Judicial Committee during 1891—1895,

See BAHAMAS.

BARBADOS.

CANADA.

CAPE OF GOOD HOPE.

CEYLON.

CYPRUS.

F.W.I.

GOLD COAST.

JAMAICA.

JERSEY.

LAGOS.

MALTA.

NATAL.

NEWFOUNDLAND.

NEW SOUTH WALES.

NEW ZEALAND.

QUEENSLAND.

TRINIDAD.

VICTORIA.

WESTERN AUSTRALIA.

COLONY—continued.

— Application of Patents, &c., Acts.

See PATENT—Colonial, &c., Arrangements.

COLOURED PLATE.

See COPYRIGHT—Book. 2.

COMBINATION.

— of traders to keep up freights.

See CONSPIRACY. 1.

COMMENCEMENT

— of Right of Action.

See LIGHT. 1.

— of Tenancy.

See LANDLORD AND TENANT—LEASE. 22.

COMMERCIAL CAUSES.

Notice of the Queen's Bench Division as to Commercial Causes. W. N. [1895] (Appx. of O. & R.) p. 2.

Transfer—Powers of judge.] The judge charged with commercial business has no further power of dispensing with the technical rules of evidence than any other judge of the High Court, Rule 6 of the Notice of the Queen's Bench Division (above) as to commercial causes does not purport to extend that power.

The object of the establishment of the commercial court was not that on the one hand all commercial causes or on the other hand only short causes should be tried there, but that causes should be so tried which are likely to be more speedily, economically, and satisfactorily tried if brought before a judge having special familiarity with mercantile transactions:—

A cause will not be transferred from the Chancery Division to the Queen's Bench Division to be tried as a commercial cause merely because it is a commercial cause; but the Court will consider whether from its nature it is likely to be more speedily, economically, and satisfactorily tried by the commercial court. BAERLEIN *v.* CHARTERED MERCANTILE BANK [C. A. [1895] 2 Ch. 488

COMMISSION.

— to Examine Witness.

See ARBITRATION—Arbitrators. 3.

DIVORCE—JURISDICTION. 4.

— Receipt by Trustee.

See TRUSTEE—DUTIES AND LIABILITIES

—Branch of Trust. 5.

— for placing Shares.

See COMPANY—SHARES—Commission.

COMMISSION CHARGEABLE.

— Action for—Interpleader.

See COURT—JURISDICTION. 15.

— Agreement to share Stock Exchange losses.

See PRINCIPAL AND SURETY—Contribution. 7.

COMMISSION (IN NAVY).

— Power to resign.

See NAVY.

COMMITTAL.

See COUNTY COURT—Committals.

PRACTICE—ATTACHMENT.

COMMITTEE.

— Right of, as representing creditors of company in liquidation to take part in proceedings. See COMPANY—WINDING-UP—PETITION. 11.

COMMITTEE OF INSPECTION IN BANKRUPTCY.

See BANKRUPTCY—COMMITTEE OF INSPECTION.

COMMITTEE OF LUNATIC.

See LUNATIC—Custody; Property. 5.

COMMON.

By the "Law of Commons Amendment Act, 1893" (56 & 57 Vict. c. 57), inclosures under the Statute of Merton and the Statute of Westminster the Second, without the consent of the Bd. of Agric., were rendered invalid.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), district councils are empowered to act for the prevention of the inclosure of commons.

1. — Grants of waste—Enfranchised copyholder—Statutory reservation of common rights—Copyhold Act, 1852.] A custom that the lord with consent of the homage may make grants of waste to be held on copyhold tenure, although a sufficiency of common be not left, may be a good custom, and, if so proved, a grant of the waste, with the consent of the homage, i.e., the majority of the homage, may be made in spite of the opposition of a commoner, who, having enfranchised his tenement, was no longer able to attend the manor court. *RAMSEY v. CHUDDAS*

[C. A. [1893] 1 Q. B. 228]

— Inclosure—Lord's right to work minerals.

See MINES AND MINERALS—Working. 9.

2. — Inclosure—Lord's rights as owner of soil—Purchase by railway company.] Under an inclosure Act part of a waste was allotted to the lord in trust for the cottagers as a turf common. Subsequently a rly. co. took part of this turf common, and paid the purchase-money into court:—Held, that the lord was entitled to so much of the soil. *In re CHRISTCHURCH INCLOSURE ACT (No. 1)*

[C. A. (38 Ch. D. 520); affirm. by H. L. (E.)

[sub nom. ATTORNEY-GENERAL v. MEYBRICK [1893] A. C. 1]

— Inclosure Award—Map—Evidence.

See CRIMINAL LAW—EVIDENCE. 5.

3. — "Owner."] Lord of the manor held to be "owner" for sewerage expenses purposes in respect of a waste allotted on charitable trusts. *In re CHRISTCHURCH INCLOSURE ACT. MEYBRICK v. ATTORNEY-GENERAL (No. 2)* — *Stirling J.* [1894] 3 Ch. 209

4. — "Permanent common."] The dedication of Crown lands under a colonial Act as "permanent common" does not create a common of pasture, but a grant of the lands for ever for common or public enjoyment. *SYDNEY MUNICIPAL COUNCIL v. ATTORNEY-GENERAL FOR NEW SOUTH WALES* — — — *J. C. [1894] A. C. 444*

5. — Rights of common—Extinction on release of seigniorial rights.] On the release of seigniorial rights in ancient arable lands of customary free-

COMMON—continued.

hold tenure, the rights of common are not extinguished. Where part of a farm is sold to a stranger, no rights of common will in the absence of special grant pass. *BARING v. ABERDON*

[C. A. affirm. *Stirling J.* [1892] 2 Ch. 374]

6. — Winter eatage—Distribution of fund paid for extinction of rights.] Lands subject to lammas rights were taken by a loc. bd. and a sum paid as compensation for such rights. Claims were allowed in respect of 144 tenements. The arbitrator appointed to report to the Court in what shares the persons were entitled reported that the expense of determining this by reference to the winter eatage would probably exhaust the fund, and that such fund ought to be divided into 144 equal parts. The Court, under O. XXXVI., r. 55, adopted the report. *WEATHERLEY v. LAYTON* [Stirling J. [1892] W. N. 165]

COMMON CARRIER.

See CARRIER; RAILWAY—NEGLIGENCE. 1.

COMMON EMPLOYMENT.

See MASTER AND SERVANT—Liability for Injuries to Workmen.

COMMON SEAL.

See CORPORATION. 1.

COMMUNION TABLE.

— Second Communion Table.

See ECCLESIASTICAL LAW—Faculty. 15.

COMPANIES CLAUSES ACT.

See RAILWAY—COMPANIES CLAUSES ACT.

COMPANY.

Borrowing Powers, col. 126.

Calls, col. 127.

Contracts, col. 128.

Debiture, col. 128.

Directors, col. 137.

Dividend, col. 144.

Formation, col. 145.

Limited by Guarantee, col. 145.

Management, col. 145.

Memorandum, Deed of Settlement, and

Articles, col. 146.

Misrepresentation, col. 149.

Mortgage Debentures, col. 150.

Offences, col. 150.

Promotion, col. 151.

Rates and Taxes, col. 151.

Reduction of Capital, col. 151.

Registration, col. 155.

Reports and Returns, col. 156.

Shares, col. 157.

Unregistered Company, col. 163.

COMPANY—BORROWING POWERS.

— Arrangement scheme—Dissentient debenture-holders.

See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 3.

1. — Implied power of borrowing—Trading company.] A co. formed with the object of selling and managing estates, &c., and making advances and loans is a trading co., and as such has an

COMPANY—BORROWING POWERS—continued.
implied power to borrow money to a reasonable extent:—*Held*, therefore, an equitable mortgage of certain real estate, given by the directors to secure an advance to the co. for the purpose of repaying a depositor, was valid. Law as to implied borrowing powers considered. *GENERAL AUCTION ESTATE AND MONETARY CO. v. SMITH*

[*Stirling J.* [1891] 3 Ch. 432]

2. — *Mortgage of uncalled capital—Winding-up—“Assets.”* A mortgage was given to two directors to indemnify them against promissory notes given by them to the co.'s bankers to secure overdrafts, and also against guarantees given by them to the co.:—*Held*, that the overdraft with the bank was in substance a borrowing on uncalled capital, and that the mortgage was valid as to the overdrafts, but *semble*, not as to the guarantees:—*Held*, also, on the construction of the memorandum, that “assets” included uncalled capital. *In re PYLE WORKS* (No. 2)

[*Stirling J.* [1891] 1 Ch. 173]

COMPANY—CALLS.

— *Action to enforce.*

See COMPANY—WINDING-UP—CONTRIBUTORY. 2.

— *in Arrear.*

See COMPANY—WINDING-UP—PETITION. 22.

1. — *Death of shareholder—Notice to executors.* Circumstances under which a notice sent by post to a deceased member was held notice to his executors, though it did not reach them and they did not know he was a member of the co. *NEW ZEALAND GOLD EXTRACTION CO. (NEWBERRY-VAUTIN PROCESS) v. PEACOCK* — C. A.

[1894] 1 Q. B. 622

2. — *Right to make—Debenture-holders' action.* (A) On a winding-up order the power of the directors to make calls comes to an end, and the only power to make calls is that given by statute to the liquidator in the winding-up. Therefore, when uncalled capital has been charged by the company in favour of debenture-holders and a winding-up order is made, the Court cannot order either a receiver appointed in an action to enforce the debentures or the liquidator to make a call in the action, and can only order the liquidator to make a call in the winding-up. But the receiver in the action may be empowered to proceed in the name of the liquidator to enforce the call. *FOWLER v. BROAD'S PATENT NIGHT LIGHT CO.*

[*V. Williams J.* [1893] 1 Ch. 724]

(B) As a rule proceedings should be taken by the liquidator and not by some other person in the name of the liquidator: in this case the receiver was allowed to proceed in the liquidator's name to get in the calls on an undertaking to leave the books of the co. with the liquidator and to indemnify him against costs. *HARRISON v. ST. ETIENNE BREWERY CO.*

[*V. Williams J.* [1893] W. N. 108]

3. — *Sale of undertaking.* A call of unpaid capital as one term of sale of undertaking of a co. held not to be *ultra vires*. *NEW ZEALAND GOLD EXTRACTION CO. v. PEACOCK*

[C. A. [1894] 1 Q. B. 622]

4. — *Set-off—Debentures—Notice—Calls made*

COMPANY—CALLS—continued.

before and after winding-up. A shareholder, who was also a debenture-holder, mortgaged debentures with his bank, and the bank gave notice of the charge to the co., but not until a call had been made on the shareholders. The co. afterwards went into liquidation and further calls were made:—*Held*, that the co. were entitled to set off against the debentures the call made before notice of the charge, but not calls made after the liquidation, for until the winding-up there was no debt due in respect of the further calls, but only a liability. *In re TAUNTON, DELMARD, LANE & CO. CHRISTIE v. TAUNTON, DELMARD, LANE & CO.* — *Stirling J.* [1893] 3 Ch. 175

5. — *Set-off—Directors' fees—Fraudulent preference.* Directors three months before the liquidation, by exchanging cheques with the co., paid calls owing by them out of the fees owing to them:—*Held*, that this was a fraudulent preference. *In re WASHINGTON DIAMOND MINING CO.*

[*V. Williams J. revers. by C. A.* [1893] 3 Ch. 95]

COMPANY—COLONIAL LAW.

See CANADA—LAW OF CANADA—PROVINCIAL LAW—ONTARIO. 4; CAPE OF GOOD HOPE—LAW OF THE CAPE OF GOOD HOPE. 1; NATAL—LAW OF NATAL. 1; NEW SOUTH WALES—LAW OF NEW SOUTH WALES. 2, 3.

COMPANY—CONTRACTS.

1. — *Payment on void contract.* A co. sued to recover from an ex-ambassador of Persia a sum paid for a concession to the co. of lotteries in Persia:—*Held*, that the co. could not recover the money either (1) as trust money, as it had been paid in accordance with the objects of the co., and the directors were not acting *ultra vires* in making such payment, nor (2) as money had and received, for they could not follow the money into the debt's hands. *PERSIAN INVESTMENT CORPORATION v. PRINCE MALCOLM KHAN*

[*Chitty J.* [1893] W. N. 49]

— *Projected company—Overdraft.*

See BANKER—ACCOUNT. 4.

2. — *Liatication and payment in cash.* A transaction between a co. and an allottee of shares will not amount to a payment in cash within the Companies Act, 1867, s. 25, unless each party has an actual demand on the other for present payment. *In re JOHANNESBURG HOTEL CO. Ex parte ZOUTPANSBERG PROSPECTING CO.*

[C. A. [1891] 1 Ch. 119]

COMPANY—DEBENTURE.

1. — *Articles of association—Irregularities—Valuable consideration.* B. & D., partners, dissolved partnership on terms of a sum payable by B. to D. D. sold his business to a co. of which he became a first director. The articles gave the directors power to borrow on debentures assignable free from equities. No director was to vote in respect of any contract in which he was interested, and if he voted his vote was not to be counted. One director was a quorum. Any debenture bearing the common seal, issued for a valuable consideration, was to bind the co. notwithstanding any irregularity touching the authority of the directors to issue the same (art. 115). Under pressure from D., B. agreed

COMPANY—DEBENTURE—continued.

that the sum due from him should be secured by a debenture granted by the co. to B. and transferred to D. D.'s solicitors were given a copy of the articles. The co. owed B. more than the amount due from B. to D. payable by instalments not due at the date of the debenture, and interest at 6 per cent. was payable on undue instalments; the debenture carried interest at 5 per cent. Only B. and the secretary signed the debenture:—*Held*, that the seal was duly affixed; that it was doubtful whether an uninterested director was present at the sealing; that the seal had been irregularly fixed; but that these objections were cured by art. 115.—*Held*, also, that the change from 6 per cent. to 5 per cent. was a sufficient consideration to support the debenture, and that the fact of D.'s solicitors having a print of the articles did not affect D. with notice of the infirmities connected with the issue of the debentures, as an examination of the articles would not shew that other directors were not present when the debenture was issued. *DAVIES v. R. BOLTON & Co.* - - *V. Williams J. [1894] 3 Ch. 678*

2. — *Bill of sale, registration as—Priority over execution creditors.* On the true construction of the Bills of Sale Act, 1878, the mortgages or charges of any incorporated co., for the registration of which statutory provision has already been made by the Companies Clauses Act, 1845, or by the Companies Act, 1862, are not bills of sale within the scope of the Bills of Sale Act, 1878. Limited cos. with borrowing powers are within the words "or other incorporated co." in s. 17, Bills of Sale Act, 1882, even if the words are to be restricted to *cos. ejusdem generis* with mortgage or loan cos. *In re STANDARD MANUFACTURING Co.* - - - *C. A. [1891] 1 Ch. 627*

[*Note*.—This case was referred to by C. A. in *In re OPERA, LD.*, *C. A. [1891] 3 Ch. 260.*]

See COMPANY—WINDING-UP—Liquidator. 7.

3. — *Books of company—Right to custody of.* The receiver of the debenture-holders, whose security practically included the whole of the property of the co., claimed the books, &c., as against the liquidator of the co. under an order which directed that he (the receiver) should take all books and documents relative to the debentures:—*Held* (notwithstanding the terms of the order), that the official liquidator was entitled to the custody of such of the books and documents of the co. as related to its management and business, and were not necessary to support the title of the debenture-holders, and that the receiver was not entitled to any books and documents which were not shewn to be documents of title. *ENGEL v. SOUTH METROPOLITAN BREWING AND BOTTLING Co. (No. 2)* - - *Kekewich J. [1892] 1 Ch. 442*

4. — *Charge on uncalled capital—Foreclosure.* The remedy by foreclosure is applicable to the uncalled capital of a limited co.

Therefore, when debentures were a floating security in the usual form charging all the property of the co., both present and future, including uncalled capital, with a condition that on default in payment of interest or on a winding-up the principal should immediately become payable and the condition was fulfilled, an order was

COMPANY—DEBENTURE—continued.

made directing the co. at the debenture-holders request to assign the several items comprised in the debentures. Form of foreclosure judgment on a mortgage debenture.

(A) *SADLER v. WORLEY*

[*Kekewich J. [1894] 2 Ch. 170*

(B) *OLDREY v. UNION WORKS, LD.*

[*Kekewich J. [1895] W. N. 77*

(C) *HALIFAX AND HUDDERSFIELD UNION BANKING Co. v. RADCLIFFE, LD.*

[*Kekewich J. [1895] W. N. 63*

5. — *Charge on uncalled capital—Priority.*

A co. limited by shares can create a charge upon its uncalled capital so as to confer priority in the winding-up.

Where the memorandum of association authorized the giving any security of any description for money:—*Held*, that this authorized a charge on the whole uncalled capital in the absence of any article excluding any part thereof from its operation. *NEWTON v. ANGLO-AUSTRALIAN INVESTMENT Co. (DEBENTURE-HOLDERS)*

[*J. C. [1895] A. C. 244*

6. — *Covenant for payment on specified day—Winding-up before such day.* Where debentures issued by way of floating security, and charging the undertaking with repayment of principal and interest, contained a covenant for payment on a specified day and of interest in the interim, but contained no condition making the principal payable on default in payment of interest or on a winding-up:—*Held*, that the principal sum is rendered due and payable by a winding-up before such day. *WALLACE v. UNIVERSAL AUTOMATIC MACHINES Co.* - - *C. A. varying Kekewich J. [1894] 2 Ch. 547*

7. — *Debenture-holders' action.* The rights of debenture-holders to nominate their own receiver where there is a winding-up considered. *BRITISH LINEN Co. v. SOUTH AMERICAN AND MEXICAN Co.* - *V. Williams J. varied by C. A. [1894] 1 Ch. 108*

8. — *Debenture-holder's action—Costs.* Action by plaintiff on behalf of himself and all other debenture-holders to enforce security and settle priorities. The security was sold and the proceeds paid into Court. On inquiry it was found that the debentures did not rank *pari passu*, but in order of date, and, consequently, the proceeds being insufficient, the plff., who held a late debenture, would get nothing:—*Held*, nevertheless, that he was entitled to his costs, except such (if any) as were incurred in support of his own security only, the result of the action being for the benefit of all the debenture-holders. *CARRICK v. WIGAN TRAMWAYS Co.*

[*Chitty J. [1893] W. N. 98*

9. — *Debenture-holder's action—Costs of "realization"—"Raising" of money.* Where the receiver in a debenture-holder's action was authorized to pay certain annual sums "as part of the costs of realization," and to "raise" money to carry on the business of the co., and he created debentures purporting to have priority over existing debentures, and where there was a fund in Court representing assets of the co.:—*Held*, that (i.) "costs of realization" were confined to

COMPANY—DEBENTURE—continued.

costs of actual sale, and did not include costs of preservation; (ii.) the order authorizing the receiver to raise money gave him by implication power to create a charge having priority over the existing debentures; and (iii.) the fund in Court must be applied first in satisfaction of the annual payments, and secondly of the charge created by the receiver. *LATHOM v. GREENWICH FERRY CO.* - *Kekewich J.* [1895] W. N. 77

10. — *Debenture-holders' action—Counter-claim by company—Security for costs.* In an action brought before winding-up proceedings, the co. counter-claimed against the debenture-holders. After the winding-up the plffs. moved to strike out the counter-claim, or that the co. should give security for costs. Ordered that the co. find some person to give £50 as security for costs. No order on the official receiver. *STRONG v. CARLYLE PRESS* (No. 2) - *V. Williams J.* [[1893] W. N. 51]

11. — *Debenture-holder's action—Declaration of charge.* The general practice of the Ch. Div. is to allow the judgment in a debenture-holder's action, even if heard as a short cause or by default, to contain a declaration of charge; but when there has been a winding-up order the liquidator's assent must be placed on record. *MARWICK v. LORD THURLOW* - *V. Williams J.* [[1895] 1 Ch. 776]

A declaration refused in *CHARLOW v. LEASEHOLD INVESTMENT CO.* - *V. Williams J.* [[1895] W. N. 47]

A declaration inserted—

(A) in *BRINSLEY v. LYNTON AND LYNMOUTH HOTEL AND PROPERTY CO.* - *Kekewich J.* [[1895] W. N. 53]

(B) in *PARKINSON v. WAINWRIGHT & CO.* [North J. [1895] W. N. 63]

12. — *Debenture-holder's action—Declaration of right to foreclosure.* A declaration of right to foreclosure can only be made in Court. *HALIFAX AND HUDDERSFIELD UNION BANKING CO. v. RADCLIFFE, LD.* - *Kekewich J.* [1895] W. N. 63
And see No. 4, above.

13. — *Debenture-holder's action—Receiver—Priority.* In a debenture-holder's action the Court will, in a case of emergency, empower the receiver to borrow money as a first charge on the undertaking with priority over the debentures, for the preservation of the property. *GREENWOOD v. ALGERIRAS (GIBRALTAR) RAILWAY* [C. A. [1894] 2 Ch. 205]

14. — *Debenture-holder sued in representative capacity.* Where a debenture-holder is sued in a representative capacity, under O. XVI. r. 9, an order should be obtained authorizing him to defend in that capacity, and the record should bear the words "authorized by order dated, &c., to defend on behalf of himself and all other the debenture-holders." *FAIRFIELD SHIPBUILDING AND ENGINEERING CO. v. LONDON AND EAST COAST EXPRESS STEAMSHIP CO.* - *Kekewich J.* [[1895] W. N. 64]

15. — *Enforcing security—Land out of jurisdiction.* A foreign (Connecticut) co. domiciled in the U. S. created an equitable charge on land in Mexico to defts. as trustees to secure debentures.

COMPANY—DEBENTURE—continued.

The foreign co. failed, but the mortgage could not be enforced in Mexico, not being registered. An English co. was formed to take over the liabilities of the insolvent co., and the Mexican land was duly transferred to them with express obligation to pay off the charge out of the proceeds of sale of the property:—*Held*, that the new co. and its directors were accountable in an English Court to the debenture-holders for the proceeds of the Mexican land. Receiver refused. *MERCANTILE INVESTMENT AND GENERAL TRUST CO. v. RIVER PLATE TRUST LOAN AND AGENCY CO.* (No. 1) - [North J. [1892] 2 Ch. 303]

16. — *Enforcing security—Debenture-holder—Power of sale.* Holders of debentures issued by a tramway co., governed by the Tramways Act, 1870 (whether the co. be incorporated under the Companies Act, 1862, or by a special Act), by which debentures the undertaking of the co., and all its property present and future, including uncalled capital, are charged are, in the event of default by the co., entitled only to the appointment of a receiver of the undertaking of the co. and the net earnings thereof; they are not entitled to an order for the sale of the undertaking, or to the appointment of a manager. *MARSHALL v. SOUTH STAFFORDSHIRE TRAMWAYS CO.* [C. A. [1895] 2 Ch. 36]

17. — *First charge on uncalled capital.* A co. limited by shares can create a charge upon its uncalled capital so as to confer priority in the winding-up.

Where the memorandum of association authorized the giving any security of any description for money:—*Held*, that this authorized a charge on the whole uncalled capital in the absence of any article excluding any part thereof from its operation. *NEWTON v. ANGLO-AUSTRALIAN INVESTMENT CO. (DEBENTURE-HOLDERS)* [J. C. [1895] A. C. 244]

18. — *Floating security—Default in payment of interest.* A co. issued debentures by way of floating security, conditioned that the co. was empowered for the purposes of its business to use and deal with any part of its property till interest on the debentures was three months in arrear, or until an order of the Court or a special resolution for winding-up should be made. Interest being three months in arrear, but no steps having been taken by the debenture-holders to enforce their security, the co. issued bonds having priority over the debentures on part of the security of the latter:—*Held*, that the effect of the condition was to suspend the right of the debenture-holders to apply for a receiver till interest was three months in arrear, that their security remained a floating one till they took steps to enforce it, that the security while floating did not prevent the co. from mortgaging its assets, and that the bonds had priority. *GOVERNMENT STOCK, INVESTMENT AND OTHER SECURITIES CO. v. MANILA RAILWAY CO.* [C. A. reversa. North J. [1895] 2 Ch. 551]

19. — *Floating security—Execution creditor.* Where the goods of a co. are taken in execution and money paid by debenture-holders to the sheriff to stop the sale, but the money is not handed over to the execution creditor, the holder of a

COMPANY—DEBENTURE—continued.

debenture which is a floating security upon all the property of the co. can still oust the execution creditor. *Quere*, in case of actual sale and payment of the money to the execution creditor.

(A) *In re THE OPERA, LD.* - C. A. [1891] 3 Ch. 260 *revers. Kekewich J.* [1891] 2 Ch. 154

(B) *TAUNTON v. SHERIFF OF WARWICKSHIRE* [Kekewich J. [1895] 1 Ch. 734; [C. A. [1895] 2 Ch. 819]

20. — *Floating security—Garnishee order.* Debentures by way of "floating security" allow the co. to deal with its assets till winding-up, or stoppage of business, or appointment of a receiver. So where payment had been made by a debtor of the co. to a judgment creditor of the co. who had obtained a garnishee order absolute, such payment is valid, although the debenture-holders gave the garnishee notice of the debentures. Words in a debenture prohibiting a co. from creating a prior "charge" are to be read strictly, and do not defeat the rights obtained under a garnishee order. *ROBSON v. SMITH* Romer J. [1895] 2 Ch. 118

21. — *"Floating security"—Solicitor's lien.* A solicitor's lien for costs incurred prior to the appointment of a receiver, *held* to prevail over the rights of the debenture-holders and their receiver, even where the debentures stipulated that the co. should not be at liberty to create any mortgage or charge in priority to the debentures. A "floating security" discussed. *BRUNTON v. ELECTRICAL ENGINEERING CORPORATION*

[Kekewich J. [1892] 1 Ch. 434]

22. — *Foreclosure—Chattels—Patents—Originating summons.* Foreclosure ordered in a debenture-holder's action where the security consisted of (1) freehold premises; (2) goodwill, book debts, plant, &c.; (3) three patents. Foreclosure can be granted in an action commenced by originating summons. *OLDREY v. UNION WORKS*

[Kekewich J. [1895] W. N. 77]

23. — *Issue—Power to issue debentures.* The deed of settlement of a co. can under s. 1 (5) (a) of the Companies (Memorandum of Association) Act, 1890, be altered so as to enable the co. to issue debentures. *In re REVERSIONARY INTEREST SOCIETY (No. 1)* - North J. [1892] 1 Ch. 615

24. — *Issue—Power to issue debentures in satisfaction of debts of founder of company.* The directors of a co. had power under their articles to raise money by the issue of debentures. The co. was formed to take over the business of P., and was bound by an agreement to indemnify him against the debts and liabilities shewn in a balance-sheet mentioned in the agreement, among which was a debt due to the plff. P. was managing director of the co., and he and his brother were sole acting directors. They issued debentures to the plff. and other creditors of P., which they accepted in satisfaction of their debts: —*Held* (*revers. V. Williams J.*), (1.) that although the debentures were not issued literally for the purpose of raising money for the co., their issue to pay debts of P. for which the co. was ultimately liable was *intra vires*; (2.) that there was no conflict of interest between P. and the co. in its corporate capacity, and that the debentures were

COMPANY—DEBENTURE—continued.

therefore in fact issued for the benefit of the co. and were valid:—*Held*, also (*affirm. V. Williams J.*), that the issue of the debentures was not a fraudulent preference of some of the creditors of the co. *SELIGMAN v. PRINCE & CO.*

[C. A. [1895] 2 Ch. 617]

25. — *Majority—Power to bind dissenting minority—Compromise.* (A) If the difficulties in the way of the enforcement by the debenture-holders of their rights are of so substantial a character that a required majority might *bond fide* come to the conclusion that it was desirable to compromise their rights, a special resolution carried by the requisite majority is binding on the minority. *MERCANTILE INVESTMENT AND GENERAL TRUST CO. v. RIVER PLATE TRUST, LOAN AND AGENCY CO. (No. 2)*

[Romer J. [1894] 1 Ch. 578]

(B) The unspent portion of a fund held under a trust for debenture-holders ordered by North J. to be administered by the Court on the petition of a minority of the debenture-holders, the Court holding that the objects had failed for which the fund had been created. A compromise of the litigation sanctioned by C. A. *COLLINGHAM v. SLOPER. FOREIGN AND AMERICAN INVESTMENT TRUST v. SLOPER* - North J. [1893] 2 Ch. 96; C. A. [1894] 3 Ch. 716

26. — *Majority—Power to bind dissentient minority—"Compromise"—Notice of meeting—Time.* The question whether the majority of debenture-holders can bind a dissentient minority by a compromise depends on whether the rights given by the debentures can be easily enforced. If the rights are undisputed, and can be enforced without difficulty, the majority cannot bind the dissentient minority. *Secus*, if, as in case (A) there is a real difficulty.

Notice convening a meeting can be given by advertisement in the newspaper, unless the debenture deed requires some other form of notice.

Meaning of "compromise" and "14 days before the date" of the proposed meeting, considered.

(C) *SNEATH v. VALLEY GOLD, LD.*

[C. A. *affirm.* North J. [1893] 1 Ch. 477]

(D) *MERCANTILE INVESTMENT AND GENERAL TRUST CO. v. INTERNATIONAL CO. OF MEXICO*

[C. A. *revers.* Day J. [1893] Ch. 484, n.]

27. — *Majority, power to bind minority.* *Held*, in this case, that a majority of debenture-holders had power to postpone their security, so as to bind the minority. *FOLLIT v. EDDYSTONE GRANITE QUARRIES* Stirling J. [1892] 3 Ch. 76

28. — *Priority—Borrowing powers—Railway company.* Sect. 24 of the Companies Clauses Act, 1863, which enacts that the holders of debenture stock shall not as among themselves be entitled to any priority, applies only to debentures issued under the same special Act, and not to all debentures issued by the same co.

Sect. 24 of the Railway Companies Act, 1867, which empowers railway cos. to issue debenture stock subject to the provisions of Part III. of the Act of 1863, applies to all rlwy cos. which have power to raise money by mortgage or bond,

COMPANY—DEBENTURE—continued.

although their special Act does not incorporate Part III. of the said Act. *In re MESSEY RAILWAY Co.* - - - C. A. [1895] 2 Ch. 287

29. — *Priority—First and second issue—Re-issue.* A second series of debentures was issued before all the debentures of the first series had been taken up. The second debentures were subject to "debentures already issued":—*Held*, that this meant subject to all the debentures of the first series, and therefore debentures of the first series, excepting some which had been paid off and re-issued, had priority although issued after some of the second series. *LISTER v. HENRY LISTER & SON* V. Williams J. [1893] W. N. 33

30. — *Priority—Mortgage.* A mortgage by the co. of its interest in a fund due to it from a fire insurance co. held under the circumstances to have priority over the debentures. *ENGLISH AND SCOTTISH MERCANTILE INVESTMENT TRUST v. BRUNTON* - - Charles J. [1892] 2 Q. B. 1; [affirm. by C. A. [1892] 2 Q. B. 700

— *Priority—Scottish arrestment.*

See CONFLICT OF LAWS. 2.

— *Receiver.*

See COMPANY—WINDING-UP—LIQUIDATOR. 5, 6.

31. — *Receiver—Right of debenture-holder.* The Court, on the application of the only debenture-holder, appointed by consent the managing director of the co. as receiver and also manager of its business pending realization, with a view to its being sold as a going concern upon terms as to wages and current expenses, accounts, and immediate realization.—*Form of order.* *MAKINS v. PERCY IBOTSON & SONS*

[Kay J. [1891] 1 Ch. 133

[On this case see *CAMPBELL v. LLOYD'S, BARNETT'S AND BOSANQUET'S BANK*, Chitty J. [1891] 1 Ch. 136, n., and *WHITLEY v. CHALLIS* C. A. [1892] 1 Ch. 64.]

32. — *Receiver—Right of debenture-holder.* The Court will appoint a receiver to protect the debenture-holders' security, if it be in jeopardy owing to the company's insolvency, although the principal is not immediately payable nor the interest in arrears. *McMAHON v. NORTH KENT IRONWORKS CO.* Kekewich J. [1891] 2 Ch. 148

33. — *Receiver—Right of debenture-holder.* Debentures of a co. were conditioned to become immediately payable on interest being two months in arrear. An application for a receiver was granted although the interest was less than two months in arrear. *BISSELL v. BRADFORD TRAMWAYS CO., LD.* Stirling J. [1891] W. N. 51

34. — *Receiver and manager.* An appointment can be made (with consent of co.) though debentures are not yet due and no interest is in arrear, where the debenture-holders have a floating security, and execution has been levied upon goods of the co. comprised in the security and other actions against the co. are pending. *EDWARDS v. STANDARD ROLLING STOCK SYNDICATE* [North J. [1893] 1 Ch. 574

And see No. 31, above.

35. — *Receiver and manager—Indemnity—Priority.* A co. for building operations being in difficulties, a debenture-holder's action was

COMPANY—DEBENTURE—continued.

commenced, and a winding-up petition was presented. By consent an order was made in the latter that the plff. in the action and the unsecured creditors should raise a sum for the completion of the contracts, which should have priority over all debentures, and that two receivers and managers should be appointed, but the co. was to incur no fresh liabilities. The receivers and managers in carrying out the contracts incurred expenses beyond the sum raised:—*Held*, that the receivers were entitled to be reimbursed in priority to the sum raised. *STRAPP v. BULL, SONS & CO. SHAW v. SCHOOL BOARD OF LONDON* [C. A. revers. V. Williams J. [1895] 2 Ch. 1

36. — *Redemption on reconstruction of company.* Debentures were redeemable at par if the co. were wound up otherwise than for the purposes of reorganization or reconstruction: under other circumstances they were redeemable at a premium. An agreement for the amalgamation of the co. with another co. was held to be a sale and not a reconstruction, and the debentures to be therefore redeemable at par. *HOOPER v. WESTERN COUNTIES AND SOUTH WALES TELEPHONE CO.* - Chitty J. [1892] W. N. 148

37. — *Salvage expenses.* The Court refused an application to raise a sum of money with a view of preventing a depreciation in the property, on the ground that there was no evidence that after the expenditure the property could be sold at a price sufficient to satisfy even the prior mortgages. Grounds on which the Court will authorize salvage expenditure considered. *SECURITIES PROPERTIES INVESTMENT CO. v. BRIGHTON ALHAMBRA* - - Kekewich J. [1893] W. N. 15
— *Set-off—Unpaid calls against debentures.*

See COMPANY—CALLS. 4.

38. — *Transfer, contract for—Interest in land* — "Floating security" — *Statute of Frauds.* Where debentures were charged upon the property of a co. and the property includes land:—*Held*, that a contract for sale of the debentures was a contract for an interest in land within s. 4 of the Statute of Frauds, the fact that the security is a "floating security" making no difference. *DRIVER v. BROAD* Mathew J. [1893] 1 Q. B. 539; [affirm. by C. A. [1893] 1 Q. B. 744

39. — *Uncalled capital—"Assets."* Debentures were secured on all "the property, assets, and revenues of the co.," uncalled capital not being specifically mentioned:—*Held*, that uncalled capital was included in the word "assets." *PAGE v. INTERNATIONAL AGENCY AND INDUSTRIAL TRUST* [Kekewich J. [1893] W. N. 32

40. — *Void debentures—Equitable charge.* Where a co. borrowed money and were to issue debentures, and such debentures were issued to the lender in blank as to the names of the obligees and secured with other debentures by a covering deed:—*Held*, that the debentures were void, but that the lender had an equitable security for the amount of his loan, and was entitled to participate *pari passu* with the holders of valid debentures in the property realized under the covering deed. *In re QUEENSLAND LAND AND COAL CO.* DAVIS v. MARTIN

[North J. [1894] 3 Ch. 181

COMPANY—DIRECTORS.*Appointment*, col. 137.*Contract of Service*, col. 137.*Duties of*, col. 137.*Embezzlement by*, col. 137.*Interest in Contract*, col. 137.*Liability*, col. 138.*Misfeasance*, col. 138.*Qualifying Shares*, col. 140.*Quorum*, col. 143.*Remuneration*, col. 143.**Appointment.**

Subscribers of memorandum.] A subscriber of the memorandum of a co. incorporated without articles, and therefore under Table A of the Companies Act, 1862, convened a meeting of the subscribers to elect directors. No directors had been appointed at two general meetings held previously, although certain persons had been acting as *de facto* directors. A majority of the subscribers elected six persons as directors:—*Held*, that their appointment was valid. Position of *de facto* directors, and the articles relating to the appointment of directors in Table A (arts. 35, 52, 58, 62) considered. JOHN MORLEY BUILDING CO. v. BARRAS - Stirling J. [1891] 2 Ch. 388

Contract of Service.

Exclusive right to services.] A motion to restrain a person who, it was alleged, had accepted the office of chairman and director of the pltf. co., from acting as director of the deft. co. refused, there being no contract, express or implied, that he would give his whole or personal services to the pltf. co. LONDON AND MASHONALAND EXPLORATION CO. v. NEW MASHONALAND EXPLORATION CO., LD. - Chitty J. [1891] W. N. 165

Duties of.

Duties as to repairs.] The duties of directors as to maintaining and repairing a co.'s property stated. *In re* FLOATING DOCK CO. OF ST. THOMAS [Chitty J. [1895] 1 Ch. 691

Embezzlement by.

A director who is also employed as a servant to collect money for the co. is liable to be convicted of embezzlement of such money as a clerk or servant of the co. REG. v. STUART [C. C. R. [1894] 1 Q. B. 310

Interest in Contract.

1. — *Declaring interest—Ejecting director.*] The articles of the W. co. declared "that the office of any director shall be vacated, if" *inter alia* "he participate in the profits of any contract with the co., without declaring his interest at the meeting of directors at which such contract is determined on." T., a director, was interested in a contract of M. with the co. At the first meeting after T.'s interest accrued, T. said he was jointly interested with M., but did not declare the precise nature of his interest. Subsequently the other directors, without giving him notice, passed a resolution declaring T.'s seat vacant:—*Held*, that a director was bound not only to declare that he had an interest, but to specify what his interest was. On the other hand, a director

COMPANY—DIRECTORS—Interest in Contract—continued.

ought to have an opportunity of explaining and justifying himself. Injunction granted restraining the directors from excluding T. from their meetings, holding meetings without giving him notice, or interfering with him in the exercise of his duties as a director. Declaration that T. was a director refused. TURNBULL v. WEST RIDING ATHLETIC CLUB (LEEDS) - Kekewich J. [[1894] W. N. 4

2. — *Setting aside contract.*] Question as to setting aside contract in which it was alleged the directors had an interest apart from that of the co. RIXON v. EDINBURGH NORTHERN TRAMWAYS CO. - H. L. (S.) [1893] W. N. 110

Liability.— *Misfeasance.**See Misfeasance, below.*— *Qualifying Shares.**See Qualifying Shares, below.*

1. — *After Dissolution of company.*] *Semble*. a claim by creditors against the late directors of a co. founded on payments of dividends out of capital, is, in the absence of fraud, barred by the winding-up and dissolution of the co. COXON v. GORST - Chitty J. [1891] 2 Ch. 73

2. — *Issue of shares at a discount—Extent of liability.*] Where directors, in consideration of services rendered, issued shares at a discount, they are liable to the co.; but, in the absence of fraud or further resulting damage to the co., no further than the amount of the discount. *Semble*, such further resulting damage cannot exceed the difference between the discount price and the value of the shares if the services and the transactions thereon had not taken place. T. O. HIRSCH v. SIMS - [1894] A. C. 654

3. — *Representation.*] The pltf. contracted with a co. to supply goods to be paid for in part by debentures. A director who was chairman when the contract was entered into, and knew there were no debentures available, held not to be liable as for a representation that there were debentures available. ELKINGTON & CO. v. HURTER - Romer J. [1892] 2 Ch. 452

4. — *Ultra vires acts.*] Directors issued debentures and shares as fully paid to a contractor in order that he might do certain necessary works, and in addition might pay certain creditors sums in excess of their just debts, and take up shares in the co., and otherwise benefit the shareholders and the directors:—*Held*, that the directors were liable to return any benefit they had received, and were, except one who had not participated in the scheme, also liable to make good the excessive consideration and indemnify the co. against loss on the shares issued as paid up. LONDON TRUST CO. v. MACKENZIE - Wright J. [1893] W. N. 9

Misfeasance.

See also COMPANY—SHARES—Issue at a Discount. 1, 2, 3; COMPANY—WINDING-UP—PROCEEDINGS AGAINST DELINQUENT OFFICERS; COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 1.

1. — *Companies Winding-up Act, 1890, s. 10.*] A summons, under s. 10 of the Act of 1890, against

COMPANY—DIRECTORS—Misfeasance—contd.

directors, for misfeasance or breach of trust in relation to the co., should state the grounds on which it is suggested that the matters complained of constitute a wrongful act or misfeasance for which the directors are responsible.—Where the alleged misfeasance consists of an act which is not *ultra vires* the co., and not fraudulent or dishonest, the directors are not liable, unless it can be shewn that they did not really exercise their discretion and judgment as such directors, and that the omission to do so resulted in loss or damage to the co. *In re NEW MASHONALAND EXPLORATION CO.* V. Williams J. [1892] 3 Ch. 577

2. — *Judgment and discretion.* Loans the security for which was not given. Question whether directors had exercised their judgment and discretion as agents of the co. in making certain advances. *In re NEW MASHONALAND EXPLORATION CO.* V. Williams J. [1892] 3 Ch. 577

3. — *Promotion money.* The insertion in the agreement for sale to the co. of the names as vendors of persons who had no real interest in the property, held to be a device for enabling such persons to get fully paid-up shares for their services as promoters, and the issuing such shares held to be a misfeasance on the part of the directors. *In re WESTMORELAND GREEN AND BLUE SLATE CO.* BLAND'S CASE C. A. [1893] 2 Ch. 612

4. — *Ratification.* Less than six years before the winding-up of the A. co. the directors bought shares in the B. co. X., the chairman, and Y., were not present at the meeting where this investment was sanctioned, but X. took the chair and signed the minutes, and Y. was present at the meeting when the minutes of the previous meeting were read and confirmed. X. took the chair at the next general meeting of the co. and said: "We carefully considered the matter and have no reason to regret our decision."—*Held*, by C. A., affirm. Wright J., that the mere presence of X. and Y. at the confirming meeting was not sufficient to make them liable, but, *revers*. Wright J., that X.'s conduct shewed him to have taken an active part in the investment, and that he was responsible for it. *In re LANDS ALLOTMENT CO.* — Both Courts [1894] 1 Ch. 616

— *Refusal to register transfer of shares.*

See COMPANY—SHARES—Transfer. 6—8, below.

5. — *Statute of Limitations—Payment of interest out of capital.* Payment of interest out of capital where there are no profits is *ultra vires*, notwithstanding a clause in the articles that interest shall be paid on all moneys paid up on shares. Where directors paid interest out of capital, they were held liable to make good the payments made during the period of their directorships, with interest at 4 per cent. The Statute of Limitations is no bar to an action which seeks to make directors liable, for the directors are in the position of trustees. A claim in 1889 by the liquidator in a winding-up of 1886 against the estate of a director who died in 1883, held not to be a stale demand. *In re SHARPE.* *In re BENNETT.* MASONIC AND GENERAL LIFE ASSURANCE CO. v. SHARPE — C. A. affirm. North J. [1892] 1 Ch. 154

COMPANY—DIRECTORS—Misfeasance—contd.

6. — *Statute of Limitations—Trustee Act, 1888, ss. 1 (3), 8.* The directors of the A. co. took shares in the B. co. in satisfaction of a debt due from H., whose business the B. co. was taking over. More than six years after, in the winding-up of the A. co., the liquidator issued a summons for a declaration that the directors were liable for the money so employed.—*Held*, that as directors were by the decisions taken out of the benefit of the Statute of Limitations—their position being likened to that of trustees—it was right they should now have the same protection that the Act of 1888 gave to trustees. There being no evidence of "fraud or fraudulent breach of trust," the summons must be dismissed. *In re LANDS ALLOTMENT CO.* — C. A. affirm. Wright J. [1894] 1 Ch. 616

7. — *Undisclosed gifts from vendor.* Under the vendor's agreement with the co., duly filed before allotment, twenty fully paid-up founders' shares were allotted to each of four directors, A., B., C., D. Subsequently the vendor transferred to each of the four directors 250 ordinary shares, part of his consideration. A prospectus issued to the public did not mention the transfer of vendor's shares to the directors. On the winding-up A., B., C., and D. were held liable for the par value of the ordinary, but not of the founders' shares. *In re POSTAGE STAMP AUTOMATIC DELIVERY CO.* — V. Williams J. [1892] 3 Ch. 566

Appeal dismissed, the appellants not appearing [1892] W. N. 162

Qualifying Shares.

1. — *Agreement to qualify.* Forty unpaid shares, being the number necessary for a director's qualification, were allotted to the plff. without his knowledge. The plff. acted as a director, and subsequently acquired forty paid-up shares:—*Held*, that the plff., when he acted as a director, knew what was the qualification of a director, and yet had allowed more than a reasonable time to elapse without acquiring it. He must, therefore, be considered to have had notice that the shares registered in his name were the shares he had agreed to take when he acted as director, and he was liable for them as a contributory. *In re PORTUGUESE CONSOLIDATED COPPER MINES, LD.* *Ex parte LORD INCHQUIN* — North J. affirm. by C. A. [1891] 3 Ch. 28

2. — *Agreement to qualify.* Where a person has accepted the office of director and acted as such, an agreement is to be inferred between him and the co., that he will serve the co. on the terms, as to qualification and otherwise, contained in the articles of association. In this case, there being sufficient shares to enable an allotment to be made, the director was held to be a contributory to the extent of the qualification. *In re ANGLO-AUSTRIAN PRINTING AND PUBLISHING CO.* ISAACS' CASE — Stirling J. affirm. by C. A. [1892] 2 Ch. 158

[But see No. 9, below.]

3. — *Agreement to qualify—Acting before acquiring qualification.* Directors, when duly authorized by the co., may act before they have acquired their qualifying shares, and may receive

COMPANY—DIRECTORS—Qualifying Shares—
continued.

remuneration for so acting. *In re* INTERNATIONAL CABLE CO. - - Stirling J. [1892] W. N. 34

4. — *Agreement to qualify.*] A director, who had acted as such, was placed on the list of contributors in respect of the qualifying shares, although as a fact no shares had ever been allotted to him, nor had he applied for any. *In re* BREAD SUPPLY ASSOCIATION - - Kekewich J. [1893] W. N. 14

5. — *Agreement to qualify.*] R. was named in the articles of the H. Co. as one of its first directors. The articles provided that the first directors might act without acquiring their qualification, but that if they did not acquire it "within one month of their appointment, they shall be deemed to have agreed to take the same, and the same shall be allotted to them accordingly." R. after the registration wrote a letter referring to his having signed a proposed prospectus, showing R.'s name as a director, and the articles of the co. He never acted as a director. Later he wrote resigning on account of pressure of business and referring to his having consented to join the board:—*Held*, that by the first letter R. had authorized the co. to hold him out as a director, and had allowed himself to be named a first director, and that this was evidence that he had accepted office on the terms of the articles, and had agreed to take the shares, and that this was corroborated by the second letter. Therefore his name must remain on the list. *In re* HERCYNIA COPPER CO. C. A. affirm. Wright J. [1894] 2 Ch. 403

6. — *Agreement to qualify—Qualification.*] A director in a co. whose articles contain a provision as to qualification shares has not by accepting office completed a contract to become a member, but only a contract to qualify by taking the required shares within the specified time, and does not become so merely by lapse of the time for taking shares; the lapse of the time merely amounts to an offer, and no agreement exists till acceptance of that offer, e.g., by placing the director on the register. *In re* ISSUN CO. HUTCHINSON'S CASE - V. Williams J. [1895] 1 Ch. 226

7. — *Period allowed to qualify—Resignation.*] By the articles of association of a co. it was provided that the subscribers should be the first directors, that a director "may act before acquiring his qualification, but shall in any case acquire the same within three months from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares." Three of the subscribers acted as directors by signing a paper appointing a director in their stead within the three months allowed to qualify:—*Held*, by C. A., *revers*. Wright J. (Lindley L.J. diss.), that upon the construction of the articles, as the three subscribers ceased to be directors within the three months, they could not be deemed to have agreed to take their qualifying shares, and their resigning within the period allowed for qualification released them, as the obligation to hold the shares ceased on resignation, and the obligation to acquire the shares was

COMPANY—DIRECTORS—Qualifying Shares—
continued.

merely ancillary to the obligation to hold them. *In re* R. BOLTON & CO. SALISBURY-JONES and DALE'S CASE - Both Courts [1894] 3 Ch. 356

8. — *Rectification of register.*] To fix a director with liability in respect of his qualification shares, where these have been registered in his name without his application or knowledge, it is essential to show that he has acted as a director at a time when he could not properly so act without being qualified. The articles of the A. Co. provided for qualification of directors, that the first directors should be allowed one month from the first general allotment to qualify, and that a director should vacate his office if he did not qualify in the prescribed time. C. signed the memorandum for one share, attended several board meetings within but not after the one month, but never applied for his qualifying shares. At the first general allotment, at which C. was not present, his qualifying shares were allotted to him and his name was placed on the register without his knowledge. As soon as he became aware of this he resigned, and did not act as a director after the expiration of the prescribed period for qualification:—*Held*, by Stirling J., that C. was not estopped from denying that he had agreed to take the shares. On appeal fresh evidence was adduced to the effect that C.'s name was entered on certain loose sheets called allotment sheets signed by the chairman and secretary before his resignation, and copied into the formal register after the same:—*Held*, by C. A., that C.'s name had not been placed on the register till after his resignation, and that he had entered into no binding agreement to take the shares:—*Semle*, that if the allotment sheets had been intended and treated as a register of shares by the directors, the entry in them would have been valid registration. *In re* THE PRINTING TELEGRAPH AND CONSTRUCTION CO. OF THE AGENCE HAVAS. *Ex parte* CAMMELL - Stirling J. [1894] 1 Ch. 528; C. A. [1894] 2 Ch. 392
[*But see* No. 2, above.]

9. — *Secret agreement between Director and Promoter.*] In 1887 A., as a consideration for becoming a director, took an undertaking from S. one of the promoters, that if A. should at any time desire to part with his qualifying shares, S. would buy them at the price A. paid for them. In 1888 A. resigned his directorship, and S. accepted a transfer of his shares, and paid A. the original price of them. On the winding-up of the co., *held*, that the money received by A. from S. must be accounted for to the company. *In re* NORTH AUSTRALIAN TERRITORY CO. ARCHER'S CASE - - C. A. *revers*. Kekewich J. [1892] 1 Ch. 322

10. — *Shares held "in his own right"—Charging order.*] Shares transferred into the name of a director so as to give him the necessary qualification, and of which the transferees remained the beneficial owners, cannot be charged under s. 14 of the Judgments Act, 1838, for payment of a judgment debt incurred by the director. *COOPER v. GRIFFIN* - - C. A. [1892] 1 Q. B. 740

11. — *"Shares held in his own right"—Beneficial ownership.*] A direction in articles of asso-

COMPANY—DIRECTORS—Qualifying Shares—
continued.

ciation or in an Act of Parliament that a director must, as his qualification, hold shares "in his own right," does not mean that he must be personally and beneficially interested in the shares. *Pulbrook v. Richmond Consolidated Mining Co.* (9 Ch. D. 610) followed reluctantly. *HOWARD v. SADLER* - - Div. Ct. [1893] 1 Q. B. 1

Quorum.

Sealing of deed by secretary. The articles of a co. empowered the directors to fix the number of directors who should form a quorum. The directors by resolution fixed three as a quorum. Two directors only were present at a meeting where the seal of the co. was affixed by the secretary to a mortgage deed:—*Held*, that it was not the duty of the mortgagees to inquire whether the secretary was duly authorized to affix the seal, and that it must be taken that the deed was duly executed. *COUNTY OF GLOUCESTER BANK v. RUDRY MERTHYR COLLIERY CO.*

[C. A. revers. North J. [1895] 1 Ch. 629]

Remuneration.

1. — "*Net Profits.*" The articles of a co. provided that the directors should receive 3 per cent. of the net profits by way of remuneration. The co. sold its business as a going concern to a new co. and made a large profit:—*Held*, that the directors were not entitled to 3 per cent. on the profits of the sale. *FRAMES v. BULFONTEIN MINING CO.* - - Chitty J. [1891] 1 Ch. 140

2. — *Payment out of capital—Bona fide estimate of assets—Validity of resolution.* In 1883 a resolution was passed by the shareholders of the A. Co. declaring net profits on which by the articles the directors were to have 10 per cent. by way of remuneration. The profits, which were not distributed, as a resolution was passed to wind up the co. voluntarily, were based on a balance-sheet in which assets had been greatly over-estimated, but which had been made out *bona fide*. All the creditors had been paid, and the directors claimed the 10 per cent. on the net profits declared in 1883. If the said profits were distributed as dividend a large portion of it would come out of capital:—*Held*, that, as it was not impossible for reasonable men to have in 1883 taken the view then taken in estimating the profits, the directors were entitled to the remuneration by way of percentage they claimed. *In re PERUVIAN GUANO CO. Ex parte KEMP*

[Wright J. [1894] 3 Ch. 690]

3. — *Receiver.* The Court refused to appoint a receiver of fees due to deft. as director on the ground that there was a legal mode of execution against them by attachment. *HAMILTON v. BROGDEN* (No. 2) - North J. [1891] W. N. 36

4. — *Unpaid calls—Set-off of fees against.* Within three months before the liquidation of the co., the directors, by exchanging cheques with the co., paid calls owing by them out of the directors' fees owing to them by the co.:—*Held*, that, considering the then position of the co., this was a fraudulent preference of themselves by the directors. The effect of set-off in bankruptcy

COMPANY — DIRECTORS — Remuneration —
continued.

and winding-up proceedings contrasted. *In re WASHINGTON DIAMOND MINING CO.*

[C. A. revers. V. Williams J. [1893] 3 Ch. 95]

COMPANY—DIVIDEND.

1. — *Bonus dividend—Capital or income.* A bonus dividend was returned to the shareholders of a co. in the form of seventy-five fully paid new shares of £10 each. The new shares were sold for £1863:—*Held*, that of this sum £750 was income and the rest capital. *In re NORTHAGE. ELLIS v. BARFIELD* - - North J. [1891] W. N. 84

2. — *Capital or income.* A co. sold its undertaking for a sum which, after deducting an amount equivalent to the paid-up capital, left a large surplus:—*Held*, that this surplus was profit and not an accretion to capital, and might as profit be distributed in dividends. Principles on which the accounts of a trading co. should be kept. *LUBBOCK v. BRITISH BANK OF SOUTH AMERICA* - - Chitty J. [1892] 2 Ch. 196

3. — *Capital or income—Net profits.* Action by a shareholder claiming an injunction against the co. paying dividend except out of net profits, paying dividend out of assets representing capital, and declaring net profits without setting apart a sum to meet contingent liabilities, as provided by the articles:—*Held*, on the facts, not to be maintainable, on the ground that capital had not been returned to the shareholders in any form. *LEVER v. LAND SECURITIES CO.* - - Kekewich J. [1894] W. N. 21

4. — *Depreciation of Assets.* The articles of an investment trust co. provided for the application to dividends of receipts from the dividends, income, profits, bonuses and advantages payable in respect of the co.'s investments.—By depreciation the present value of the investments shewed a heavy loss of which some portion was irrecoverable; during the past financial year the investments produced an income which substantially exceeded the expenses of management.—On the construction of the articles, *held*, that this excess was applicable for payment of dividend notwithstanding shrinkage in the value of investments or loss of fixed capital, although where the income of a co. arises from the turning over of circulating capital no dividends can be paid unless that capital is kept up to its original value, and that it was not necessary for the co. to apply for a reduction of capital under the Companies Act of 1877 before paying a dividend, and that the Court should not under such circumstances interfere with a declaration of dividend provided it was in accordance with the articles. *VERNER v. GENERAL AND COMMERCIAL INVESTMENT TRUST*

[C. A. affirm. Stirling J. [1894] 2 Ch. 339]

5. — *Payment of—Depreciation of capital.* In the absence of any special article or contract by a co. there is nothing to compel them to keep up their fixed capital or assets to a given value and to restrain them from paying dividends till they have done so. But floating or circulating capital must be kept up, otherwise it will enter into and form part of the excess of receipts over expenditure. *WILMER v. McNAMARA & Co., LD.*

[Stirling J. [1895] 2 Ch. 245]

COMPANY—DIVIDEND—continued.

6. — *Payment out of capital—Bond fide estimate of assets—Validity of resolution.* In 1883 a resolution was passed by the shareholders of the A. Co. declaring net profits on which by the articles the directors were to have 10 per cent. by way of remuneration. The profits, which were not distributed, as a resolution was passed to wind up the co. voluntarily, were based on a balance-sheet in which assets had been greatly over-estimated, but which had been made out *bond fide*. All the creditors had been paid, and the directors claimed the 10 per cent. on the net profits declared in 1883. If the said profits were distributed as dividend a large portion of it would come out of capital:—*Held*, that, as it was not impossible for reasonable men to have in 1883 taken the view then taken in estimating the profits, the directors were entitled to the remuneration by way of percentage they claimed. *In re PERUVIAN GUANO Co. Ex parte KEMP*

[Wright J. [1894] 3 Ch. 690]

7. — *Payment out of capital—Over-estimating assets.* A land co., having incurred a bad debt, wrote it off by over-estimating the value of their property. In a subsequent year they proposed to pay a dividend, although if the assets, which had depreciated, had been properly valued, no profit had been made:—*Held*, that there was no ground for the interference of the Court. *BOLTON v. NATAL LAND AND COLONIZATION Co.*

[Romer J. [1892] 2 Ch. 124]

— *Shares issued as dividend.*

See TENANT FOR LIFE—Apportionment.

7.

COMPANY—FORMATION.

Effect of. On the construction of a will, held, that where beneficiaries turned a business into a limited company they "ceased to carry on the business." *In re SAX. BARNED v. SAX*

[North J. [1893] W. N. 104]

— *Shares payable by instalments.*

See COMPANY—WINDING-UP—LIQUIDATOR. 4.

COMPANY—LIMITED BY GUARANTEE.

Shares—Capital. It is not *ultra vires* for a co. limited by guarantee to divide the "undertaking" into "shares or interests," and to provide for the increase from time to time in the number of members, and for the transmission of shares in a manner analogous to that in a co. having a share capital. *MALLESON v. GENERAL MINERAL PATENTS SYNDICATE* North J. [1894] 3 Ch. 538

COMPANY—MANAGEMENT.

1. — *Chairman—Powers.* The function of the chairman is to preserve order, conduct proceedings regularly, and take care that the sense of the meeting is properly ascertained with regard to any question before it. He has no power to adjourn or dissolve a meeting before it has finished the business for which it is convened, and if he does so the meeting is competent to resolve to appoint another chairman and go on with the business. *NATIONAL DWELLINGS SOCIETY v. SYKES* - Chitty J. [1894] 3 Ch. 159

2. — *Notice to company.* In the absence of evidence to the contrary, the Court will infer that a clerk in the registered office of a company

COMPANY—MANAGEMENT—continued.

is, during business hours, and whilst the secretary is absent, so far in charge of the office that he has authority to receive a notice, so as to make it a communication to the co. *In re BREWERY ASSETS CORPORATION. TRUMAN'S CASE* [Wright J. [1894] 3 Ch. 272]

3. — *Proxy—Mode of counting poll—Companies Act, 1862, s. 51, Table A.* At a meeting of shareholders of a co. the articles of which allow voting by proxy, although no poll is demanded the chairman, in ascertaining the number of votes given, must count the vote of each person who has appointed a proxy, not according to the number of shares held by him, but as one vote. *In re BIDWELL BROTHERS*

[V. Williams J. [1893] 1 Ch. 603]

COMPANY—MEMORANDUM, DEED OF SETTLEMENT, AND ARTICLES.

Alteration of Articles, col. 146.

Alteration of Memorandum, col. 146.

Borrowing Power, col. 149.

Reconstruction, col. 149.

Signature to Memorandum, col. 149.

Validity of Deed of Settlement, col. 149.

Alteration of Articles.

Powers of the company. A co. cannot contract itself out of the power to alter its articles. M. took shares in the N. Co. on the faith of a prospectus, which stated £4 per share "is to be reserved capital, which under the Act of 1879 it is not competent to the directors to call up." Art. 12 of the co.'s articles of association provided that the £4 a share should only be called up, in case of winding-up. By special resolution the co. substituted for art. 12 arts. declaring that £2 was to be called up in a certain manner, and the other £2 only with the sanction of a general meeting:—*Held*, that the co. had validly altered the articles. *MALLESON v. NATIONAL INSURANCE AND GUARANTEE CORPORATION* [North J. [1894] 1 Ch. 200]

Alteration (with Sanction of Court) of Memorandum or Deed of Settlement under ss. 1 and 2 of the Companies (Memorandum) Act, 1890.

Alteration of Memorandum.

1. — *Jurisdiction.* The jurisdiction to confirm alterations in memorandums of association is vested—

(A) in the judge to whom winding-up jurisdiction is assigned by the Order of March 26, 1892. *In re MINING SHARES INVESTMENT Co.*

[V. Williams J. [1893] 2 Ch. 660]

(B) And also in a judge of the Ch. Div. *In re ISLINGTON AND GENERAL ELECTRIC SUPPLY*

[Chitty J. [1892] W. N. 81]

2. — *Jurisdiction—Company under Joint Stock Companies Act, 1856.* In the case of a company registered under the Joint Stock Companies Acts and not under the Companies Acts—

(A) Romer J. ordered a petition to stand over, with liberty to amend, so as to enable the co. to register under the Companies Act, 1862. *In re GENERAL CREDIT Co.* - [1891] W. N. 163

COMPANY—MEMORANDUM, DEED OF SETTLEMENT, AND ARTICLES — Alteration of Memorandum—continued.

(B) Kekewich J. sanctioned an alteration in the memorandum on the ground that registration under the Joint Stock Companies Acts is, by virtue of s. 176 of the Companies Act, 1862, equivalent for this purpose to registration under the Companies Acts, 1862 to 1890. *In re NITRO-PHOSPHATE AND ODAMS CHEMICAL MANURE CO.*

[Kekewich J. [1893] W. N. 141]

3. — *Evidence.*] In case of a petition for alteration of the memorandum, a copy of the memorandum and articles, and the original minute-book of the proceedings of general meetings, should be made exhibits to the affidavit in support. *In re OMNIUM INVESTMENT CO.*

[V. Williams J. [1895] 2 Ch. 127]

4. — *Boiler insurance.*] In exercising the powers given by the Companies (Memorandum of Association) Act, 1890, s. 1, sub-s. 5 (d), the Court should regard as convenient and advantageous those things which experience and the opinions of traders reasonably shew to be of that character.

A co. sought to make extensive alterations in their memorandum, enabling them to combine other businesses of an independent though not of an unconnected character. The Court required, amongst other amendments, (1) an alteration in the name of the co.; (2) an undertaking that the extended powers should not be exercised until either the present policy-holders had assented or their policies had expired; (3) omission or modification of provisions in the altered memorandum which transgressed the reasonable limits of combination. *In re NATIONAL BOILER INSURANCE CO.*

[Kekewich J. [1892] 1 Ch. 306]

5. — *Confirmation by Court—Addition of words.*] Where a co. petitioned under s. 1 of the Act of 1890 for confirmation of special resolutions adding to the purposes of the co. "and to carry on general stores and to contract for the execution of work, and the rendering of services of all kinds":—*Held*, that the words "to contract, &c.," were too wide; but under the power in s. 1 (5) to confirm an alteration in part, the alteration would be confirmed with the addition "incidental thereto." *In re SPIERS & POND, LD.*

[North J. [1895] W. N. 135 (2)]

6. — *Deed of Settlement previously altered by Private Acts.*] Petition by company to alter its deed of settlement so as to enable it to issue debentures. The deed of settlement had already been altered by private Acts. *Held* (1) that, notwithstanding the private Acts, there was jurisdiction to sanction an alteration of the deed of settlement; and (2) that the proposed alteration was one which came within sub-s. 5, s. 1, of the Companies (Memorandum) Act, 1890. *In re REVERSIONARY INTEREST SOCIETY (No. 1)*

[North J. [1892] 1 Ch. 615]

7. — *Electrical purposes limited to telephones.*] In this case the co. were allowed to alter their memorandum so as to supply electricity, &c., for other than telephonic purposes, on condition of

COMPANY—MEMORANDUM, DEED OF SETTLEMENT, AND ARTICLES—Alteration of Memorandum—continued.

making a suitable change of name. *In re ORIENTAL TELEPHONE CO.*

[Romer J. [1891] W. N. 153]

8. — (A) "Government" securities.] First application by a co. formed to invest in "Government" securities only for leave to alter memorandum so as to give power to invest in securities generally, refused (1) because the alteration was not an "improved means" to obtain the "main purpose" of the co.; (2) because a minority of the debenture-holders objected. The Companies (Memorandum of Association) Act, 1890, considered, and principles stated on which the Court should proceed in entertaining applications under it. *In re GOVERNMENT STOCKS INVESTMENT CO., LD. (No. 1)*

[Chitty J. [1891] 1 Ch. 649]

Note.—This case was explained in *In re FOREIGN AND COLONIAL GOVERNMENT TRUST CO. (below)* — Stirling J. [1891] 2 Ch. 395

(B) A company formed for the purposes of investing moneys in Foreign, Colonial, or British Government or municipal securities was allowed to alter its business so as to be able to invest its funds in the securities of any co. or corp. incorporated under Foreign, Colonial, or British law. The Court imposed a condition that the co. should alter its name so as not to mislead creditors into the belief that it only invested in Government securities. *In re FOREIGN AND COLONIAL GOVERNMENT TRUST CO.*

Stirling J. [1891] 2 Ch. 395

(C) Second application for leave to alter memorandum so as to enable the co. (1) to invest in securities of any co. and not only in Government stock; (2) to create a security in favour of debenture-stock-holders. A larger majority of debenture-holders consenting, the Court agreed to the suggested alteration on condition that the co. gave the debenture-holders further security by way of floating charge on the assets, and changed their name. *In re GOVERNMENT STOCKS INVESTMENT CO. (No. 2)* — Chitty J. [1892] 1 Ch. 597

9. — *Marine insurance.*] Where a marine insurance co. proposed to alter their memorandum so as to extend their business to certain other classes of insurance connected with ships and maritime matters, an alteration in the name of the co. was required. *In re ALLIANCE MARINE INSURANCE CO.* — Kekewich J. [1892] 1 Ch. 300

10. — *Operations limited to India.*] On confirming an alteration in the memorandum of association of a co., the effect of which was to enlarge the area of a co.'s operations, the Court imposed the condition that the name of the co., which indicated that its operations were limited to one country, must be altered so as no longer to contain such a suggestion. *In re INDIAN MECHANICAL GOLD EXTRACTING CO.*

[Romer J. [1891] 3 Ch. 538]

11. — *Registration of order—Difficulty in registration owing to the Vacation—Penalty.*] The co. were unable owing to the Vacation to obtain an office copy of the order sanctioning the alteration within the fifteen days prescribed by the Act of 1890 for delivery to the Registrar of Joint Stock Companies. The registrar refused to

COMPANY—MEMORANDUM, DEED OF SETTLEMENT, AND ARTICLES—Alteration of Memorandum—continued.

register:—*Held*, that the registrar should register, although the Court could not compel him to do so: otherwise the co. would be always "in default," and for ever liable to a daily penalty of £10. *In re CRICCIETH PIER AND HARBOUR CO.*

[North J. [1891] W. N. 15]

12. — *Registration of order—Enlarging time for.* A resolution altering the memorandum had been passed and entered, but not in time for the co. to deliver a copy to the registrar as required by s. 2 of the Act of 1890. The Court refused to post-date the order, but enlarged the time for delivering the copy, under the Companies Acts Rules of Nov. 1862, r. 73. *In re REVERSIONARY INTEREST SOCIETY (No. 2)*

[North J. [1892] W. N. 60]

Borrowing Power.

Oral charge on uncalled capital. Memorandum as interpreted by articles held to authorize directors to borrow in any way they chose, and therefore to give a bank an oral charge on the uncalled capital. *In re TILBURY PORTLAND CEMENT CO. - V. Williams J. [1893] W. N. 141*

Reconstruction.

Sale of assets to new company. The memorandum may exclude the operation of s. 16 of the Act of 1862, in the event of a sale by the co. of its undertakings to another co., the whole or part of the consideration for such sale being shares in the purchasing co., although at the time of the execution of the contract for sale it is contemplated to wind up the selling co. voluntarily. *COTTON v. IMPERIAL AND FOREIGN AGENCY AND INVESTMENT CORPORATION*

[Chitty J. [1892] 3 Ch. 454]

Signature to Memorandum.

The certificate of incorporation is not conclusive to prevent the objection that the memorandum was not signed by seven persons. *In re LAXON & Co. (No. 2)*

[V. Williams J. [1892] 3 Ch. 555]

Validity of Deed of Settlement.

Supplementary deed—Lien of company on shares. A supplementary deed of settlement, irregularly executed, was registered in 1861. The co. was afterwards registered under the Act of 1862 as a limited co. In 1888 the plff. purchased shares in the co. Under the powers of the supplementary deed the co. refused to register the plff. as a shareholder on the ground that his vendor was indebted to them and they had a lien on the shares. The plff. then sought to set aside the deed as irregular:—*Held*, that, though the deed was once voidable, it was then too late to set it aside. *BOALER v. BRODHURST (No. 1) - Stirling J. [1892] W. N. 49*

COMPANY—MISREPRESENTATION.

1. — *Action of deceit—Absence of Fraud.* *Per C. A.*:—The effect of *Derry v. Peek* (14 App. Cas. 337) is to settle once for all that an action against directors for negligent as distinguished from fraudulent misrepresentation in a prospectus cannot be maintained. Consequently,

COMPANY—MISREPRESENTATION—contd.

in this case, there being no fraud proved, but only gross carelessness, the appeal must be allowed, but without costs. In the absence of evidence that the engineers' reports were incorrect, *quere* whether the falsity of the statement that they were prepared for the directors was material. *ANGUS v. CLIFFORD*

[C. A. revers. *Romer J.* [1891] 2 Ch. 449]

2. — *Application for shares—Company not registered.* K. applied for shares before the company was registered. An application was made by him to have his name removed from the register on the ground of misrepresentation in a preliminary prospectus issued by the promoters:—*Held*, that the statement in the prospectus, though issued by the promoters before the formation of the co., was the basis of the contract between the co. and K., and was material to the contract. *In re METROPOLITAN COAL CONSUMERS' ASSOCIATION. KARBERG'S CASE*

C. A. revers. *Kekewich J.* [1892] 3 Ch. 1

[Followed by C. A. in *TAMPLIN'S CASE*, [1892] W. N. 146, below.]

3. — *Application for shares—Draft prospectus.* The promoters of a co. before the formation of the co. issued a draft prospectus containing misrepresentations. The formal prospectus issued after the formation was substantially the same and equally misleading:—*Held*, by C. A., that T., who had applied for shares on the faith of the draft prospectus only, was entitled to a rescission of his agreement to take shares, as the draft prospectus was not issued by the co. *Held*, also, by *Romer J., C.*, who had applied for shares on the faith of both prospectuses, was entitled to rescission.

(A) *In re CANADIAN (DIRECT) MEAT CO. CHAMPION'S CASE - Romer J.* [1892] W. N. 94

(B) *In re CANADIAN (DIRECT) MEAT CO. TAMPLIN'S CASE C. A.* [1892] W. N. 146 revers. [*Romer J.* [1892] W. N. 94]

4. — *Transferee of shares—Rescission—Agent.* A transferee of shares cannot obtain rescission of a contract to take shares and rectification of the register on account of misrepresentations in the prospectus, even though the transfer be but nominal (the transferor being his agent and the calls paid by him), unless the co. was informed that the applicant was only an agent. *HYSLOP v. MOREL BROTHERS, COBBETT & SON, LD.*

[Chitty J. [1891] W. N. 19]

COMPANY—MORTGAGE DEBENTURES.

Deposit of securities in Land Registry—Debtenture action—Mortgage Debenture Act, 1865. The Court has no power to order securities, which have been deposited with the Registrar of the Land Registry Office by a land securities co., to be delivered up to a receiver appointed in a debenture-holders' action, or to a liquidator in the winding-up of the co., unless such securities have been redeemed or sold. *SOMERSET v. LAND SECURITIES CO. - C. A. revers. Wright J.* [1894] 3 Ch. 464

COMPANY—OFFENCES.

Default in supplying list of members. An application to a magistrate for a summons against a co., to recover penalties for default in forwarding

COMPANY—OFFENCES—continued.

a list of its members to the registrar of joint stock companies, as required by s. 26 of the Companies Act, 1862, is a criminal proceeding. Therefore, the judgment of the Q. B. Div. on an application for a mandamus directing the magistrate to hear the summons is a judgment in a "criminal cause or matter" within s. 47 of the Judicature Act, 1873, and no appeal lies therefrom to the O. A. *REG. v. TYLER AND INTERNATIONAL COMMERCIAL CO.* - - - C. A. [1891] 2 Q. B. 588

COMPANY—PROMOTION.

Fiduciary relation—Ratification—Ultra vires. Promoters agreed with contractor for execution of works at a fixed price, expenses incurred in obtaining special Act to be borne by contractors. The next day, by a second agreement, two of the promoters agreed to relieve the contractors of the expenses of the Act for £17,000. Ratification of the second agreement by the co. was alleged:—*Held*, that the company were entitled to the benefits of this second agreement:—*Held*, also, that this was an agreement which the co. could not ratify. *MANN v. EDINBURGH NORTHERN TRAMWAYS CO.* - H. L. (S.) [1893] A. C. 69

COMPANY—RATES AND TAXES.

Construction of Colonial Act. On the construction of a Colonial Revenue Act, the J. C. *held*, that a co. authorized by its memorandum of association "to carry on business in any part of the world" was not liable under a section applying to companies whose regulating instrument described them as carrying on dealings in the Colony. *MARSHALL v. ORPEN* - J. C. [1895] A. C. 606

— *Income tax.*

See INCOME TAX.

COMPANY—REDUCTION OF CAPITAL.

1. — *Assets—Investment—Surrender of part to improve value of remainder.* A ld. co., having power to invest its capital and acting within the scope of its business as described in its memorandum, is at liberty to surrender part of a particular investment with a view to improving the remainder; and such a surrender is not a "reduction of capital" requiring the sanction of the Court within the Acts of 1867 and 1877. *THOMSON v. TRUSTEES, EXECUTORS, AND SECURITIES INSURANCE CORPORATION* - Kekewich J. [1895] 2 Ch. 454

2. — *Capital lost or unrepresented by available assets—Extinction of class of shares.* Reduction of capital no longer represented by available assets can be effected by cancelling the whole of two out of three classes of shares.

Where there are different classes of shares in a co. a loss of capital should fall on that class which according to the constitution of the co. is the proper class to bear it. *In re FLOATING DOCK CO. OF ST. THOMAS* - Chitty J.

[1895] 1 Ch. 691

3. — *Company which has ceased to carry on business.* The W. Co. had ceased to carry on business, and only continued for the purpose of selling one particular piece of land:—*Held*, that a petition to reduce the capital could not be entertained, and the provisions of the Companies Act, 1867, ss. 9-11, were not applicable, as the sole object was to distribute the assets among the

COMPANY—REDUCTION OF CAPITAL—contd

shareholders. *In re WALLASEY BRICK AND LAND CO.* - - Kekewich J. [1894] W. N. 20

4. — *Confirmation by "Court"—Jurisdiction.* [A] The Order of March 26, 1892, transferring certain company cases to V. Williams J. does not apply to petitions for reduction of capital. *In re ILLINGTON AND GENERAL ELECTRIC SUPPLY* [Chitty J. [1892] W. N. 81

(B) The judge to whom winding-up jurisdiction is assigned by the Order of March 26, 1892, has jurisdiction to confirm a reduction of capital, when the amount of such capital, paid up or credited as paid up, exceeds £10,000. *In re OCEAN QUEEN STEAMSHIP CO.* - V. Williams J. [1893] 2 Ch. 686

See also COMPANY—MEMORANDUM—Alteration. 8—11.

5. — *Confirmation by Court—Power to dispense with settling list of creditors.* On a petition for confirmation of special resolutions to reduce capital involving the diminution of liability on unpaid capital and the return of paid-up capital to the shareholders, the Court has no power to dispense with the settling of the list of creditors required by s. 13 of the Act of 1867, even though there may be evidence before the Court that the co. has no debts unsatisfied. *In re LAMSON STORE SERVICE CO.* *In re NATIONAL REVERSIONARY INVESTMENT CO.* [Stirling J. [1895] 2 Ch. 726

6. — *Evidence.* On a petition for reduction of capital a copy of the memorandum and articles of association and of the minute-book of the proceedings of general meetings should be made exhibits.

Where reduction is to be effected by cancelling paid-up capital which has not been paid up in cash, it must be proved that the shares were issued pursuant to a contract duly filed under s. 25 of the Companies Act, 1867. *In re OMNIUM INVESTMENT CO.* - V. Williams J. [1895] 2 Ch. 127

7. — *Form of order.* Form of minute to be registered of an order for reduction of capital where shares are not equally paid up, some calls being in arrear. *In re INTERNATIONAL CONVERSION TRUST* - North J. [1892] W. N. 100

8. — *Founders' shares—Extinguishment—Confirmation by the Court.* An investment co., whose capital was divided into founders', preference, and ordinary shares, had by depreciation in the value of its investments suffered a considerable loss of capital, and there appeared to be no reasonable prospect of anything ever coming to the holders of the founders' shares, either in respect of capital or dividend. By the constitution of the co. the founders' shares were, in the event of liquidation, to bear in the first instance losses of capital. The memorandum of association provided that preference shares might be issued on such terms as the co. should by special resolution determine. Shares preferred both as to capital and dividend were issued by the directors without any special resolution having been passed; but at meetings subsequently held and attended by all classes of shareholders

COMPANY—REDUCTION OF CAPITAL—contd.

resolutions were unanimously passed adopting the terms under which the preference shares were issued. The co. presented a petition for the confirmation by the Court of resolutions for reduction which involved the total extinction of the founders' shares and threw the remainder of the loss upon the ordinary shares:—*Held*, (1.) that the issue of the preference shares without the passing of a special resolution was capable of ratification by the co. and had been ratified; and (2.) that the scheme of reduction was not unfair and ought to be sanctioned. *In re LONDON AND NEW YORK INVESTMENT Co.* - *Stirling J.*
[1895] 2 Ch. 860

9. — Lost capital—Preliminary expenses.]

Application to reduce capital by an amount representing (1) deficiency on insurance fund, (2) preliminary expenses, refused, because (1) that in estimating the deficiency the value of the goodwill had not been calculated; and (2) that the effect would be that preliminary expenses might be paid out of capital, and then written off by reducing the capital. Moreover, capital properly expended in preliminary expenses is not lost capital or unrepresented by available assets within s. 3 of the Companies Act, 1877. *In re ABSTAINERS AND GENERAL INSURANCE Co.*
[North J. [1891] 2 Ch. 124]

10. — Part of capital only.] The Court may sanction a resolution reducing the whole of its original capital shares apart from any reduction of the preference capital. *Quære*, whether the Court will sanction a reduction of part only of one class of capital. *In re AGRICULTURAL HOTEL Co.* - *Kekewich J.* [1891] 1 Ch. 396

11. — Partial reduction of same class of shares.] The Court has power, under the Companies Acts, 1867 and 1877, to sanction a resolution by a limited co. for a partial reduction of one class of shares, e.g., original shares already issued and fully paid up, leaving the unissued shares unreduced. But if the articles give a voting power proportionate to the holding of original shares, the Court will require an alteration in them so as to make the voting power proportionate to the reduced capital. The Court will not at once dispense with the words "and reduced," that addition being requisite to give for such period as the Court thinks reasonable warning to the public of the financial position of the co.

(A) *In re PINKNEY & SONS STEAMSHIP Co.*

[Kekewich J. [1892] 3 Ch. 125]

(B) *In re NEWBURY-VAUTIN (PATENTS) GOLD EXTRACTION Co.* *Stirling J.* [1892] 3 Ch. 127, n.

12. — Practice—Petition—Evidence.] On a petition for reduction of capital an affidavit that the necessary resolutions have been duly passed and confirmed by the shareholders is not always sufficient, but a minute of the meetings duly signed is *prima facie* evidence that the meetings have been properly convened. *In re LEICESTER MORTGAGE Co.* - *Stirling J.*
[1894] W. N. 108, 116

13. — Practice—Title to petition, &c.] The name of the co. should, as a matter of convenience,

COMPANY—REDUCTION OF CAPITAL—contd.

be placed first in the title to the petition, advertisements, notices, &c. *In re WOOLLEY COAL Co.*
[Chitty J. [1891] W. N. 19]

14. — Practice—Title of petition—Jurisdiction.] *Semble*, it is unnecessary that a petition for the reduction of capital should, besides being intitled "In the matter of the A. Co., &c., and in the matter of the Companies Acts, 1867 and 1877," be also intitled "In the matter of the Companies (Winding-up) Act, 1890." A judge acting under the Order of Nov. 7, 1893, in the absence of the winding-up judge on circuit, has jurisdiction to hear such petitions. *In re ALUMINIUM Co.* - *Wright J.* [1894] W. N. 6

15. — Preference shares—Payment off.] In pursuance of the terms of the articles, a sinking fund of 20 per cent. of the profits was set aside to pay off the preference shares. Application was then made to reduce the capital by the amount so paid:—*Held*, that this was a contract binding on both the ordinary and preference shareholders, and that the reduction as proposed did not involve a "payment to any shareholder of any paid-up capital," and was therefore permissible. No inquiry as to creditors ordered. *In re DICHO PIER Co.* - *Chitty J.*
[1891] 2 Ch. 354

16. — Procedure.] Where there is no power in the articles of a co. to reduce its capital, it may do so by special resolution to take such power, and at the second meeting confirming such special resolution, to pass special resolutions exercising the power. *In re JOHN CROSSLEY & SONS* - *Chitty J.* [1892] W. N. 55

17. — Purchase by company of its own shares.] A co. formed under statutory powers purchased under authority of a special Act partly paid-up shares in the name of trustees, who eventually transferred the shares into the name of the co. Subsequently the co. was compulsorily wound up, and the liquidator sought to make a call on shareholders to the extent of the amount unpaid on the purchased shares:—*Held*, that the effect of the purchase and transfer was to extinguish the shares, and the co. on being wound up could not be placed on the list of contributories. *In re SOVEREIGN LIFE ASSURANCE Co.* - *Chitty J.*
[affirm. by C. A. [1892] 3 Ch. 279]

18. — Purchase by company of its own shares—Sale of assets.] A company sold part of its assets of an onerous nature to some shareholders. Part of the consideration was that the purchasing shareholders should surrender their shares. The co. proposed to reduce their capital to the extent of the surrendered shares:—*Held*, (1) that this was not a purchase by the co. of their own shares; (2) that the sanction of the Court was not required except for the treatment of the shares when surrendered as permanently extinguished; (3) that the application was in effect merely to authorize the co. to reduce its nominal capital to the extent of shares which it could not want when the sale had been carried out, and should be granted. *In re DENVER HOTEL Co.*
[C. A. revers. North J. [1893] 1 Ch. 495]

[Note.—For observations on the reasoning in this case, see next case.]

COMPANY—REDUCTION OF CAPITAL—contd.

19. — *Purchase by company of its own shares.*] The B. Co. had power under its articles to reduce capital by paying off capital. The shares were divided into ordinary shares, partly paid up, and founders' shares fully paid up. The co. carried on business in England and in the U. S. This was disadvantageous, and it was determined that the co. should make over the investments in the U. S. to the shareholders there, their shares being cancelled, and that the English shareholders should take the English assets and an agreed sum by way of adjustment. A special resolution was duly passed to carry out this agreement:—*Held*, *revers. C. A.*, that the reduction of capital was within the powers given by the Acts of 1867 and 1877, and that as the arrangement was fair and equitable it should be confirmed. *BRITISH AND AMERICAN TRUSTEE AND FINANCE CORPORATION v. COUPER*

[H. L. (E.) [1894] A. C. 399

20. — *Repayment to shareholders.*] In this case less than half the shares had been issued, and all issued had been fully paid up. The paid-up capital being in excess of the requirements of the co., the Court confirmed the reduction of all the shares from £5 to £3; £2 in cash to be returned in respect of each fully paid-up share: confirmation subject to production of an affidavit by the chairman of the co. or some responsible person that the position of the co. had not altered since the chief clerk's certificate. *In re SAFETY OIL Co.* North J. [1892] W. N. 133

21. — *Reserve fund—Appropriation to pay for shares.*] In pursuance of a clause in the articles of association, the co. formed a reserve fund and spent it on improving their fleet. Subsequently resolutions were passed, purporting to divide the reserve fund among the shareholders by issuing to them unissued shares as fully paid, to the amount of the reserve fund. Application was now made for leave to reduce the capital:—*Held*, that whether the transaction did or did not involve a "diminution of liability in respect of unpaid capital," the second issue of shares had not in fact been paid for, as the reserve had already been spent. Application ordered to stand over until the creditors had been ascertained. *In re EASTERN AND AUSTRALIAN STEAMSHIP Co.*

[North J. [1893] W. N. 31

22. — *Words "and reduced."*] On the hearing of a petition for reduction of capital the Court will not at once dispense with the addition of the words "and reduced." *In re PINKNEY & SONS STEAMSHIP Co.*

[Kekewich J. [1892] 3 Ch. 125

COMPANY—REGISTRATION.

1. — *Certificate of incorporation.*] The certificate given by the registrar under s. 18 of the Companies Act, 1862, is not conclusive that all the requisitions of the Act as to incorporation have been complied with. Thus, if the certificate shew that seven persons signed the memorandum, whereas only six really signed, one subscriber signing twice in different names, the co. was not properly incorporated, and therefore the Court has no jurisdiction to make a winding-up

COMPANY—REGISTRATION—continued.

order. In this case the C. A. being satisfied that in fact seven persons signed, the winding-up order was made. *In re NATIONAL DEBENTURE AND ASSETS CORPORATION*

[C. A. affirm. Kekewich J. [1891] 2 Ch. 505

[See No. 3, below.]

2. — *Illegal association.*] Though an association of more than twenty persons if unregistered is prohibited by s. 4 of the Act of 1862, a member thereof may be convicted of embezzlement of moneys belonging thereto. *REG. v. TANKARD*

[C. C. R. [1894] 1 Q. B. 549

3. — *Infants, signature of memorandum by.*] Infants are "persons" within s. 6 of the Act of 1862, and can therefore be signatories to the memorandum of association. Subsequent avoidance of the infant's contract does not invalidate the registration of the co. or any intermediate acts affecting the rights of third persons. *In re LAXON & Co. (No. 2)* V. Williams J. [1892] 3 Ch. 555

4. — *New name—Irregularity—Restoring old name.*] The Court authorized a company to adopt a new name, and the Registrar of Joint Stock Companies registered it. Subsequently it was discovered that the resolutions for changing the name were irregular and void. On an application to restore the old name:—*Held*, that all the Court could do was to discharge its own orders and leave the co. to apply to the Board of Trade to vacate the existing registration and restore the old name. *In re AUSTRALASIAN MINING Co.*

[Kekewich J. [1893] W. N. 74

5. — *Private partnership.*] A partnership formed, not for carrying on a business, but simply for the purpose of being incorporated under the Companies Act, 1862, in order that it may be forthwith wound up, cannot be registered as a joint stock co. under Part VII. of that Act. Whether a partnership which is constituted solely by contract between the members is a co. "duly constituted by law" under s. 180 of the Companies Act, 1862, so as to be registered under Part VII., *quære*. *REG. v. REGISTRAR OF JOINT STOCK COMPANIES. Ex parte JOHNSTON*

[C. A. *revers. Div. Ct.*

[and affirm. the decision of the Registrar:]

[1891] 2 Q. B. 598

— *Unlimited company—Legality.*

See COMPANY—WINDING-UP—CONTRIBUTORY. 19.

— *Unregistered company—Embezzlement of property.*

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 3.

COMPANY—REPORTS AND RETURNS.

Amendment of Acts.] Report of the Committee appointed by the Bd. of Trade as to the amendment of the Companies Acts. Parl. Paper, 1895 [C. 7775]. Price 1s. 9d.

Companies registered.] Returns of all companies registered from Jan. 1st to Dec. 31st, 1890-4, giving particulars as to objects of com-

COMPANY—REPORTS AND RETURNS—*contd.*
pany, number and amount of shares, calls, number of shareholders, &c., are published as follows :—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1891	1895	183	..	..	s. d. 1 9½
1893	1894	63	77	439	1 6
1892	1893-4	158	82	173	1 6
1891	1892	119	72	315	1 9
1890	1891	148	77	555	1 9½

COMPANY—SHARES.

Agreement to Take, col. 157.

Application for, col. 158.

Certificate, col. 158.

Commission for Placing, col. 158.

Issue at a Discount, col. 158.

Lien on, col. 159.

Sale of Assets, col. 160.

Title to, col. 161.

Transfer, col. 161.

Agreement to Take.

1. — *Rescission of.*] A shareholder suing a co. for rescission of an agreement to take shares in it, on the ground of misrepresentation, must, generally speaking, bring his case under one of the following heads:—(1.) Where the misrepresentations are made by the directors or other the general agents of the co. entitled to act and acting on its behalf—as, for example, by a prospectus issued by the authority or sanction of the directors inviting subscriptions for shares. (2) Where the misrepresentations are made by a special agent of the co. while acting within the scope of his authority—as, for example, by an agent specially authorized to obtain, on behalf of the co., subscriptions for shares. (3) Where the co. can be held affected, before the contract is complete, with the knowledge that it is induced by the misrepresentations—as, for example, when the directors, on allotting shares, know in fact that the application for them has been induced by misrepresentations, even though made without any authority. (4) Where the contract is made on the basis of certain representations whether the particulars of those representations were known to the co. or not, and it turns out that some of those representations were material and untrue—as, for example, if the directors know when allotting that an application for shares is based on the statements contained in a prospectus, even though that prospectus was issued without authority or even before the co. was formed, and even if its contents are not known to the directors. *LYNDE v. ANGLO-ITALIAN HEMP SPINNING CO.* - - - *Romer J.*

[1895] W. N. 149 (1)

2. — *Underwriting.*] The plttf. agreed with A., one of the promoters of a co., to underwrite a

COMPANY — SHARES — Agreement to Take—*continued.*

certain number of shares. By the terms of the agreement, if the plttf. did not himself apply for shares by a certain date, A. was to apply in his name and receive the allotment as his agent. The plttf. did not apply himself. A. accordingly applied, and a proportionate number of shares was allotted to the plttf.:—*Held*, that there was a binding contract to take the shares, and the allotment was good. *SHAW v. HENRY BENTLEY & CO. AND YORKSHIRE BREWERIES*

[North J. [1893] W. N. 83

Application for.

Withdrawal.] Withdrawal of an application for shares may be made orally before notice of allotment is given. *In re BREWERY ASSETS CORPORATION. TRUMAN'S CASE*

[Wright J. [1891] 3 Ch. 272

Certificate.

Estoppel — Damages.] A share certificate, issued by a co. under their corporate seal, stating that the person named in it is the owner of a specified number of shares in the co., estops the co. from afterwards denying his title to the shares; and, if the co. are unable to give him the shares, they are liable in damages by reason of their refusal to register the purchaser from him. *Semble*, per C. A., that in such a case an action against the co. for damages can be maintained either by the person named in the certificate or by a purchaser from him. *TOMKINSON v. BALKIS CONSOLIDATED CO.*

[C. A. [1891] 2 Q. B. 614; *affirm.* by H. L. (E.) [1893] A. C. 396

Commission for Placing.

Stockbroker's commission.] It is not *ultra vires* for a ld. co. to pay brokers a reasonable commission or brokerage for placing shares. *METROP. COAL CONSUMERS' ASSOCIATION v. SCRIMGEOUR* - - - C. A. [1895] 2 Q. B. 604

Infant Shareholder.

See INFANT—Contracts. 8.

Issue at a Discount.

1. — *Ultra vires issue.*] The issue by a co. of nominally paid-up shares at a discount is *ultra vires*, and the shares are held subject to the liability to pay to the co. in cash so much of the nominal value of the shares as has not been paid, and the register will be ordered to be rectified accordingly. In this case the question was raised, not in a winding-up, but in an action by the ordinary shareholders, and the memorandum provided for the issue of capital with such conditions, &c., as the co. might direct. *Per Lord Herschell*: In a winding-up the co. could not be entitled to call on the preference shareholders for more than the agreed payment, and then only so far as necessary for the discharge of the obligations of the co. and the costs of the winding-up. *OOREGUM GOLD MINING CO. OF INDIA v. ROPER. WALLBOTH v. ROPER*

[H. L. (E.) *affirm.* C. A. and North J. [1892] A. C. 125

COMPANY—SHARES—Issue at a Discount—continued.

2. — *Ultra vires issue.*] Held, that the directors of a co. established in S. Africa could not issue shares at a discount so as to make the holder liable for less than their full amount. Where shares are, in consideration of services rendered, issued at a discount, the directors are liable to the co.; but in the absence of fraud or further resulting damage to the co., no further than the amount of the discount. *Semble*, such further resulting damage could not exceed the difference between the discount price and the value of the shares if the services and transactions founded thereon had not taken place. *HIRSCHE v. SIMS*

[J. C. [1894] A. C. 654]

3. — *Ultra vires issue.*] A co. has not power to provide by its articles or otherwise for the issue of shares at a discount so as to render the holders thereof not liable to pay the nominal amount thereof in full.

(A) *In re RAILWAY TIME TABLES PUBLISHING CO. Ex parte WELTON* C. A. [1895] 1 Ch. 255

(B) *In re WEYMOUTH AND CHANNEL ISLANDS STEAM PACKET CO.* — C. A. affirm. North J. [1891] 1 Ch. 66

4. — *Distribution of surplus assets.*] Where new shares are issued at a discount of 70 per cent. and on a voluntary winding-up there is a surplus, such surplus must be applied in paying the old shareholders 70 per cent. per share. *In re WEYMOUTH AND CHANNEL ISLANDS STEAM PACKET CO.* [C. A. affirm. North J. [1891] 1 Ch. 66]

5. — *Purchase by shareholder in the market.*] Where shares were in pursuance of a circular issued at a discount to old shareholders, and an old shareholder bought such shares on the market, he was held not to have constructive notice of the ultra vires act, nor to be bound to examine the register, and not liable as a contributory. *In re NEW CHILE GOLD MINING CO.*

[Stirling J. [1892] W. N. 193]

6. — *Winding-up.*] Issue of shares at a discount is not a ground for winding up the co. on the petition of a fully paid-up shareholder—even where, if the amounts unpaid were called up, there would be a surplus to be divided among the members of the co. *In re PIONEERS OF MASHONALAND SYNDICATE*

[V. Williams J. [1893] 1 Ch. 731]

Lien on Shares for Debt due to Company.

1. — *Assignment.*] A lien amounts to an equitable charge on the shares of the debtor and is within ss. 2, 15 of the Conveyancing Act, 1881. The debtor can, therefore, require the co. on the debt being paid to assign their lien to his nominee. *EVERITT v. AUTOMATIC WEIGHING MACHINE CO.* — North J. [1892] 3 Ch. 506

2. — *Waiver.*] A lien conferred on a co. by its articles of association on all shares registered in the name of a member for his debts to the co., such member's right to transfer the shares while he remains indebted being thereby made dependent on the approval of the directors, is valid. Such lien may be discharged by a new arrangement between the indebted member and the co., the terms of which are incompatible with its

COMPANY—SHARES—Lien on Shares for Debt due to Company—continued.

retention, or which shew an intention to waive it. *BANK OF AFRICA v. SALISBURY GOLD MINING CO.* [J. C. [1892] A. C. 281]

Purchase of Shares by Company.

See COMPANY—REDUCTION OF CAPITAL. 17—19.

Qualification Shares.

See COMPANY—DIRECTORS—Qualifying Shares.

Sale of Assets, &c.

1. — *Sale of assets to new company.*] It is competent for a co. by memorandum of association to exclude the operation of a. 161 of the Act of 1862, in the event of the sale by the co. of its undertakings, the whole or part of the consideration for such sale being shares in the purchasing co., although at the time of the execution of the contract for sale a voluntary winding-up of the selling co. is contemplated. *COTTON v. IMPERIAL AND FOREIGN AGENCY AND INVESTMENT CORPORATION* — — Chitty J. [1892] 3 Ch. 454

2. — *Sale by Court—Perishable goods.*] Shares in a limited co. can be sold by order of the Court, as coming within the words "goods, wares, or merchandise" in Order L., r. 2. *EVANS v. DAVIES* [Kekewich J. [1893] 2 Ch. 216]

3. — *Sale of undertaking—Call—Death of shareholder—Notice.*] The Z. Co. was empowered by its memorandum of association to amalgamate with any other co. or to sell its undertaking. By the articles, fourteen days' notice was to be given of a call, and might be served by being posted to the registered address of a member. The Z. Co. sold its undertaking and assets to the N. Co., and, in accordance with the agreement, called up their unpaid capital. P., a member of the Z. Co., had died previously to the call. Notice was posted to his registered address, and was returned marked "gone away"—*Held*, that a call of unpaid capital for the purposes of the sale was not invalid, and that as to notice, "a member" includes a deceased member as long as the shares remain in his name. *NEW ZEALAND GOLD EXTRACTION CO. (NEWBURY VAUTIN PROCESS) v. PEACOCK* — — C. A. affirm. Kennedy J. [1894] 1 Q. B. 632

4. — *Stockbroker's commission.*] There is nothing illegal or contrary to the policy of the Companies Acts in a co. paying stockbrokers a commission for procuring persons to take shares. *METROPOLITAN COAL CONSUMERS' ASSOCIATION v. SPRINGROUR* — — C. A. [1895] 2 Q. B. 604

5. — *Surrender—Issue of new shares in exchange.*] A co. may by special resolution vary its articles so as to give itself power to accept surrenders of old shares in exchange for new shares, in a case where the surrenders are made *bond fide*, and not so as to enable shareholders to escape liability. A co. which by its memorandum of association has power to issue new shares with preferential rights, both as regards payment of dividends and repayment of capital, can by special resolution give itself power to issue new shares with preferential rights to some of its

COMPANY — SHARES — Sale of Assets, &c.—continued.

ordinary shareholders, in consideration of their *bonâ fide* surrender of an equivalent amount of their ordinary shares. *EIGHBAUM v. CITY OF CHICAGO GRAIN ELEVATORS, LD.* - *Stirling J.*

[1891] 3 Ch. 459

Title to Shares.**Deceased shareholder—Scotch sequestration.]**

A., domiciled in Scotland, was the holder of shares in the T. Co. A. died, and his estate was sequestered, M. being the trustee in the sequestration. The T. Co. went into liquidation, and the liquidator held money payable to the shareholders. In an action of multiplepounding M.'s claim (as trustee of the estates of a Scotch firm of merchants) was allowed, as was that of one B.:—*Held*, that no order under O. xvi., r. 46, was necessary, but that the liquidator should pay the sum due in respect of A.'s shares to M. on the receipt of M. and B. *In re TUTHORIN COTTON PRESS Co.* - *V. Williams J.*

[1894] W. N. 181

Transfer.

1. — *Blank transfer — Stamp — True consideration—Companies Clauses Act, 1845.* The certificate and a blank transfer of trust stock were deposited by a trustee with a bank to secure his own overdraft. The transfer was signed and sealed by the trustee, but the name of the transferee was in blank; the bank had no notice of the trust. The bank subsequently filled in their own name as transferee, and having the certificate were registered as owners:—*Held*, that, as the transfer was not executed as a transfer to the bank, it did not pass the legal estate, and that the prior equity of the beneficiaries prevailed. *Semble*, the fact that the transfer was unstamped, and did not state the true consideration, did not make it invalid. *POWELL v. LONDON AND PROVINCIAL BANK* - *Wright J.* [1893] 1 Ch. 610; [affirm. by C. A. [1893] 2 Ch. 555]

2. — *Blank Transfer—Title—Estoppel.]* A. gave a certificate for shares transferable otherwise than by deed to B., his broker, for sale, and handed him a blank transfer. B. pledged the blank transfer and the certificate with C. C.'s solicitor filled up the blank transfer with the name of C.'s clerk. B. never paid anything to A. on account of the shares:—*Held*, that A. was not estopped from setting up his title against C., and that he was entitled to recover the share certificate and blank transfer. *FOX v. MARTIN* [Kekewich J. [1895] W. N. 36]

3. — *Lien on shares—Priority of transferee.]* An executrix of an estate indebted to a co. sold shares therein to P. A dividend was declared on the shares, and subsequently P. registered the transfer. The co. in exercise of their lien appropriated the dividend to satisfy their claim against the estate:—*Held*, that P. could stand in the position of the co. as creditor of the estate, but had no priority over the shareholders or other creditors. *In re MACMURDO. PENFIELD v. MACMURDO* - *North J.* [1892] W. N. 73

4. — *Lien on shares—Priority.]* A. held 565 shares in a co. to which he was indebted, and whose articles gave them a primary lien for debts

COMPANY—SHARES—Transfer—continued.

due to them from members. A. sold 525 shares to B., who did not know of the indebtedness; subsequently C. obtained a charging order on the remaining forty shares under a judgment obtained against A.:—*Held*, that as between B. and A. the debt of the latter to the co. should be thrown exclusively on the forty shares, and that C. as an execution creditor could only take the beneficial interest of A. in the forty shares. *GRAY v. STONE* [Bomer J. [1893] W. N. 133]

5. — *Priority—Equitable claim.]* As between two persons claiming title to shares registered in the name of a third person in a co. formed under the Companies Act, 1862, with articles regulating the transfer of shares, the title prior in date prevails unless the claimant second in point of time has acquired the full status of shareholder before the co. receive notice of the prior title. To be a full shareholder in this sense the transferee must be registered, or have an immediate right to be registered. It is not sufficient to claim under a valid transfer if the co. have still a right under their articles to delay or refuse registration. *MOORE v. NORTH WESTERN BANK*

[Bomer J. [1891] 2 Ch. 599]

6. — *Refusal to register—Cause of action.]* *Semble*, an action for damages can be maintained, either by the person named in the certificate or by a purchaser from him. *TOMKINSON v. BALKIS CONSOLIDATED CO.* - *C. A.* [1891] 2 Q. B. 614

In such a case the measure of damages is the value of the shares at the time of the refusal. *Semble*, the Court has no jurisdiction under s. 35. of the Companies Act, 1862, to order a co. to pay damages except in cases where an order is made for the rectification of the register.—*Note:* In this case the parties had agreed to be bound by s. 35. *In re OTTOS KOPJE DIAMOND MINES*

[C. A. [1893] 1 Ch. 618]

7. — *Refusal to register—Certificate—Estoppel.]* A share certificate of ownership issued by a co. is not a warranty of title, but estops the co. from afterwards denying that the person named in the certificate is the owner of the shares. If the co. refuse to register the shares on such certificate they are liable in damages.

(A) *In re OTTOS KOPJE DIAMOND MINES*

[C. A. [1893] 1 Ch. 618]

(B) *TOMKINSON v. BALKIS CONSOLIDATED CO.*

[C. A. [1891] 2 Q. B. 614; affirm. by H. L. (E.).

[1893] A. C. 396]

8. — *Refusal to register—Concealment of grounds of refusal.]* The rule that directors who have power to refuse to register a transfer of shares are not bound to disclose their reasons for refusing, if they have considered the question and have acted *bonâ fide*, applies to cases where their power is limited to particular grounds for refusal as well as to cases where their power is absolute. *In re COALPORT CHINA CO.*

[C. A. [1895] 2 Ch. 404]

9. — *Rescission—Agent.]* A transferee of shares cannot obtain rescission of a contract to take shares and rectification of the register on account of misrepresentation in the prospectus, even though the transfer be but nominal, the transferor being his agent and the calls paid by

COMPANY—SHARES—Transfer—continued.

him, unless the co. was informed that the applicant was only an agent. *HYALOP v. MOREL BROTHERS, COBBET & SON, LD.* Chitty J. [1891] W. N. 19

10. — *Trustees—Form of order.* (A) A vesting order of shares under s. 35 of the Trustee Act, 1850, should vest in the trustees simply "a right to call for a transfer and to transfer the stock or shares," and to receive the dividends. *In re NEW ZEALAND TRUST AND LOAN CO.*

[C. A. [1893] 1 Ch. 403]

(B) In the above case the trustees might have become liable for calls, and hence the usual form of order was departed from. *In re GREGSON*

[C. A. [1893] 3 Ch. 233]

(C) The best form of order in the case of Consols is to direct the trustees to transfer the stock into their own names. *In re JOLLIFFE'S TRUSTS* — *Kekewich J.* [1893] W. N. 84

(D) "Stock," in the Trustee Acts, 1850, 1852, includes shares in a limited co., whether fully paid up or not. *In re NEW ZEALAND TRUST AND LOAN CO.* — *C. A.* [1893] 1 Ch. 403

[See now s. 50 of the Trustee Act, 1893, which embodies this decision on this point.]

11. — *Transfer after Winding-up Order.* In the case of a sale and transfer of shares in a co. after a compulsory winding-up order, the transferee is not entitled to be registered as owner of the shares without the sanction of the Court; the Court has power to order the rectification of the register of members by the insertion of such transferee's name; but the exercise of that power is discretionary, and such an order ought not to be made except on strong grounds. *In re ONWARD BUILDING SOCIETY*

[C. A. affirm. Div. Ct. [1891] 2 Q. B. 463]

12. — *Voluntary transfer by vendor to third person.* The rule that a person taking property under a voluntary conveyance cannot hold that property as against a previous purchaser for value from the person by whom the property has been conveyed applies to shares in a co. *GRAHAM v. O'CONNOR* *Kekewich J.* [1895] W. N. 157 (10)

COMPANY—UNREGISTERED COMPANY.

Embezzlement—Illegal association—Beneficial owners of property. A person can be convicted of the embezzlement of the property of an illegally constituted club of which he is a member, for though the club has no legal existence as an association, the members thereof may have a legal existence as beneficial owners of property. *REG. v. TANKARD* — *C. C. B.* [1894] 1 Q. B. 548

And see *COMPANY—WINDING-UP—UNREGISTERED COMPANY.*

COMPANY—WINDING-UP.

Amalgamation, col. 164.

Assets, col. 164.

Compulsory Winding-up, col. 166.

Contributory, col. 166.

Costs, col. 171.

Examination of Officers, col. 173.

Examination of Witnesses, col. 175.

Execution, col. 175.

First Meeting of Creditors, col. 176.

COMPANY—WINDING-UP—continued.

Fraudulent Preference, col. 176.

Indemnity, col. 176.

Jurisdiction, col. 177.

Liquidator, col. 178.

Official Receiver, col. 181.

Petition and Order, col. 182.

Practice, col. 187.

Preferential Payments, col. 187.

Proceedings against Delinquent Officers, col. 187.

Proof, col. 189.

Reconstruction, col. 190.

Reports and Returns, col. 191.

Scheme of Arrangement, col. 192.

Set-off, col. 194.

Stay of Proceedings, col. 194.

Undistributed Assets, col. 195.

Unregistered Company, col. 195.

Voluntary Winding-up, col. 195.

COMPANY — WINDING-UP — AMALGAMATION.

Call consequent on sale of undertaking.

Where a co. which is empowered by its memorandum to sell its undertaking for shares or securities of any similar company or for any other consideration sells its undertaking, a call of unpaid capital in accordance with the terms of sale is not *ultra vires*. *NEW ZEALAND GOLD EXTRACTION CO. (NEWBERRY-VAUTIN PROCESS) v. PEACOCK*

[C. A. affirm. Kennedy J. [1894] 1 Q. B. 622]

COMPANY—WINDING-UP—ASSETS.

1. — *Company for benefit of one person—Bankruptcy.* A trader, being in financial difficulties, sold his business to a ld. co. The subscribers to the memorandum of association of the co. were either his relatives or employees. No cash was paid by the co. for the business, and no shares were issued to the public, and all the shares that were issued were issued as fully paid up. The trader was appointed the managing director of the co. Some months afterwards a receiving order was made against the trader, and the same day the company passed resolutions for a voluntary winding-up:—*Held*, that the business and assets of the co. formed part of the property of the bankrupt divisible amongst his creditors, subject to a first charge thereon in favour of the *bond fide* creditors of the co. *In re CAREY. Ex parte JEFFREYS V. Williams J.* [1895] 2 Q. B. 624

2. — *Company for benefit of one person—Indemnity—Debentures.* S. formed a co. to buy his own business at a price to be paid in cash and debentures. Practically all the shares were held by S. S. received £10,000 of debentures in the co. The co.'s assets were insufficient to pay the unsecured creditors:—*Held*, by V. Williams J., that the co. was a mere nominee of S., and the fact of the nominee being a co. made no difference, and that S. must indemnify the co. *Held*, by C. A., that the formation of the co., &c., was a mere scheme to enable S. to carry on business with limited liability, and that S.'s appeal must be dismissed. *BRODERIP v. SALOMON* — *C. A.* [1895] 2 Ch. 323

COMPANY—WINDING-UP—ASSETS—contd.

3. — *Distribution of surplus—Shares issued at discount.* (A) A co. issued unallotted old shares and some new shares at a discount of 70 per cent. For some time all the shares were treated *pari passu*; but on a voluntary winding-up:—*Held*, that the issue at a discount was *ultra vires*, and that the two classes of shares could not be treated on the same footing, and the surplus must first be applied in paying the original shareholders 70 per cent. per share. *In re WETMOUTH AND CHANNEL ISLANDS STEAM PACKET CO.* [C. A. affirm. North J. [1891] 1 Ch. 66]

(B) The articles of a co. empowered the directors to allot shares at a discount, and provided that if the co. should be wound up and the surplus assets should be insufficient to repay the whole of the paid-up capital the losses should be borne by the members in proportion to the capital paid up, or which ought to have been paid, upon the shares held at the commencement of the liquidation. But this clause is to be without prejudice to the rights of the holders of shares held upon special conditions:—*Held*, that the holders of shares issued at a discount must, for the purpose of adjusting the rights of the contributories *inter se*, pay up their shares in full. *In re RAILWAY TIME TABLES PUBLISHING CO. Ex parte WELTON* [C. A. [1895] 1 Ch. 255]

4. — *Distribution of surplus—Rights of contributories inter se—Sale of undertaking at a profit.* The undertaking of a canal co. formed under the Companies Acts was sold by special Act at a price which left a surplus in excess of the liabilities and the capital paid upon ordinary and preference shares. Directions by the Court as to the application of net profits made during current year of sale, and the distribution of the reserve fund for insurance and depreciation among preference and ordinary shareholders: also as to rights of shareholders to reopen past accounts. *In re BRIDGEWATER NAVIGATION CO.* [North J. [1891] 1 Ch. 155; [varied by C. A. [1891] 2 Ch. 317]

5. — *Distribution of surplus.* Distribution of surplus assets in a voluntary winding-up, where certain shares were fully paid and advances at interest had been made on others. *In re WAKEFIELD ROLLING STOCK COMPANY* [V. Williams J. [1892] 3 Ch. 165]

6. — *Investments—“Depreciation”—“Appreciation”—Earnings since Liquidation—Capital or income.* An investment made by a ld. co. on capital account having fallen in value, the amount of depreciation was, in the half-yearly accounts, debited to revenue.—When the company afterwards went into liquidation, the investment had risen again in value, and the liquidator in his accounts credited to revenue as “appreciation” the amount which had previously been debited as depreciation:—*Held*, that the amount credited by the liquidator to revenue as “appreciation” must be treated as income, and not as capital, it being merely a restitution to profits of what had been previously taken from profits.—Earnings by a ld. co. since the commencement of its liquidation are capital and not income. *BISHOP v. SMYRNA AND CASSABA RLY.* (No. 2) — *Kekewich J.* [1895] 2 Ch. 596

COMPANY—WINDING-UP—ASSETS—contd.

7. — *Profits—Earnings before liquidation—Priority.* Money standing to the revenue account of a limited co. at the date of the commencement of liquidation and representing net profits earned prior to liquidation is applicable in payment of arrears of dividend due on preference shares in priority to payment of a deficit on capital account and of the costs of liquidation. *BISHOP v. SMYRNA AND CASSABA RLY.* (No. 1) [Kekewich J. [1895] 2 Ch. 265]

COMPANY—WINDING-UP—CALLS.

See COMPANY—WINDING-UP—CONTRIBUTORY; COMPANY—CALLS.

COMPANY—WINDING-UP—COMPULSORY WINDING-UP.

1. — *Compulsory or supervision order—Second petition.* Although s. 8 of the Companies (Winding-up) Act, 1890, enlarges the jurisdiction of the Court as to compulsory orders, yet a shareholder who differs from the majority must still allege and prove grounds for supposing that he will derive substantial benefit from the compulsory order before the Court will grant it, on his petition, against the wishes of the majority. A shareholder who presents a petition after notice of another petition must prove proper independent grounds, or he will be cast in costs. *In re DORÉ GALLERY, LD.* North J. [1891] W. N. 98

2. — *Debt due under agreement with voluntary liquidator.* A debt due from a co. under an agreement between it and its voluntary liquidators and another person is sufficient to support a petition for winding up the co. by the Court.

Special resolutions were passed by the S. Co. for voluntary winding-up and appointing liquidators who were authorized to enter into an agreement with the U. Co. for the transfer to them of the S. Co.'s assets and liabilities. The U. Co. agreed to pay the liabilities of the S. Co., such part of which as was not covered by the assets of the S. Co. to be treated as a debt to the U. Co. from the S. Co. The liquidators were to make a call to meet such part:—*Held*, that the liquidators were empowered by ss. 95, 133 of the Act of 1862 to enter into the agreement. *In re BANK OF SOUTH AUSTRALIA* (No. 2)

[C. A. affirm. V. Williams J. [1895] 1 Ch. 578
[Note in this case, *In re BANK OF SOUTH AUSTRALIA, V. Williams J.* [1894] 3 Ch. 722, was doubted.]

COMPANY—WINDING-UP—CONTRIBUTORY.

1. — *Application for shares—Real or fictitious.* The directors of a co. agreed, in order to make it appear that all the shares were allotted, that they should apply for the unallotted shares, it being understood that no liability should attach to them in respect of such shares. Accordingly, A. applied for certain shares in the name of his son. The son was registered as shareholder, but no allotment or call was made:—*Held*, that this case must be governed by the law of contract, and, there being no contract by A. to take the shares, that A.'s executors were not contributories. *In re BRITANNIA FIRE INSURANCE ASSOCIATION. COVENTRY'S CASE* — — C. A. revers. Kay J. [1891] 1 Ch. 202

2. — *Balance order—Action to enforce.* The
G 2

COMPANY—WINDING-UP—CONTRIBUTORY

—continued.

co., being unable to serve a balance order on the debt, because he was out of the jurisdiction, brought an action for debt in respect of the same amount as that stated in the balance order, plus interest, and obtained leave to serve the writ out of the jurisdiction:—*Held*, that the action was maintainable as an action for debt, although it could not have been brought to enforce the balance order.—*Per* C. A. A balance order is not in the nature of a judgment, but is a mere summary order for the better getting in of a portion of the assets. The original right of action of the co. for the calls is not merged in it or destroyed by it. *WESTMORELAND GREEN AND BLUE SLATE Co. v. FEILDEN* - *Kekewich J.* [affirm. by C. A. [1891] 3 Ch. 15]

3. — *Bonus shares—Transferee for value.* Where the original allottees of certain bonus shares had been placed on the list of contributories, the executors of a deceased transferee for value of some of such shares were put on the list. For the word "bonus," which was written across each certificate, put the transferee on his inquiry, and there was other evidence to shew that he knew the circumstances of issue. *In re EDDYSTONE MARINE INSURANCE Co. (No. 2)*

[*Stirling J.* [1894] W. N. 80]

— *Company purchasing its own partly-paid shares.*
See COMPANY—REDUCTION OF CAPITAL.

4. — *Disclaimer of shares by trustee in bankruptcy—Damages.* Where a trustee in bankruptcy disclaims shares and the co. goes into liquidation the liquidator is entitled to prove for damages caused by the disclaimer. *In re HALLETT. Ex parte NATIONAL INSURANCE Co.*

[*V. Williams J.* [1894] W. N. 156]

5. — *Paid-up shares—Contract—No payment in any form registered.* A co., on increasing its capital, presented the original shareholders with certain shares which were issued as fully paid up, and a contract in respect of these shares was registered under s. 25 of the Act of 1867; the contract reciting that the shares were given in consideration of services rendered in promoting and advancing the interests of the company:—*Held*, on the winding-up of the company, that the transaction was *ultra vires*, and that the shareholders were contributories notwithstanding the registered contract. A registered contract under s. 25 only relieves the allottees from payment in cash, but there must be payment in some other form. In this case there was no payment, the consideration being illusory. *In re EDDYSTONE MARINE INSURANCE Co. (No. 1)*

[*C. A. affirm. Wright J.* [1893] 3 Ch. 9]

6. — *Paid-up shares—Contract not registered.* Transferees of a vendor held not liable to contribution in respect of founders' shares, the certificates of which did not state that they were fully paid up, but which were accompanied by a letter from the secretary so stating. *In re MACDONALD, SONS & Co.* - *V. Williams J.*

[affirm. by C. A. [1894] 1 Ch. 89]

7. — *Paid-up shares—Estoppel—Companies Act, 1867, s. 25.* Before a company was formed,

COMPANY—WINDING-UP—CONTRIBUTORY

—continued.

P. was advised by W. to invest money in its shares, which W. undertook to procure for him, and P. gave W. 500*l.* to pay for the shares. W. was entitled under an agreement to fully paid shares in the company, and instead of paying the money to the company for other shares to be allotted to P., W., after the company had been incorporated, caused some of his own paid-up shares to be allotted to P. as his nominee. The certificates stated that the shares were fully paid:—*Held*, that the company and the liquidator were estopped from denying that the shares were fully paid, and that P.'s name could not be retained on the list of contributories except in respect of paid-up shares. *In re BUILDING ESTATES BRICKFIELDS COMPANY. PARBURY'S CASE*

[*V. Williams J.* [1895] W. N. 142 (3)]

8. — *Paid-up shares—Payment in cash.* In order that a transaction between a co. and an allottee of shares may be equivalent to a "payment in cash" of the amount payable on the shares, there must be debts on each side which could be extinguished by cross-payments, e.g., the co. must owe the allottee money, and the allottee must have contracted to take the shares. *In re JOHANNESBURG HOTEL Co. Ex parte ZOUTPANSBEEK PROSPECTING Co.* C. A. [1891] 1 Ch. 119

9. — *Paid-up shares—Certificates—Statement accompanying certificate—Shares returned.* Certain persons were promised founders' paid-up shares in a co. They received certificates, which did not state that the shares were fully paid up: they without any condition acknowledged the receipt of the certificates, which they subsequently returned on receipt of a letter from the secretary asking for the return on the ground that the shares had never been allotted:—*Held*, that these persons were not members of the co. and must be taken off the list of contributories. *In re MACDONALD, SONS & Co.* - C. A. affirm.

[*V. Williams J.* [1894] 1 Ch. 89]

— *Paid-up shares issued at a discount.*

See COMPANY—SHARES—Issue at a Discount.

10. — *Partnership—Member of a firm—Application by firm.* D., a member of a firm D. & W., signed in his own name the memorandum of the G. Co. for 100 shares, which was a director's qualification; he was appointed one of the first directors. D. & W. acted as agents for the co. D. & W. applied for 100 shares, which were allotted to them and paid for. D.'s name was never placed on the registrar. There was evidence that it was agreed that in consideration of having the agency, the firm of D. & W. were to take and pay for 100 shares, that D. signed the memorandum on the understanding that it must be signed by an individual, and it was considered necessary that he should sign the application in the firm's name:—*Held*, if the co. chose to accept the firm as members, that was not inconsistent with D.'s agreement to take the shares; there was only an arrangement to take one set of shares. D.'s name was therefore removed from the list of contributories. *In re GLORY PAPER MILLS Co. DUNSTER'S CASE* - C. A. revers.

[*V. Williams J.* [1894] 3 Ch. 473]

COMPANY — WINDING-UP — CONTRIBUTORY
—continued.

11. — *Payment not in cash.* If the consideration payable for shares is illusory or permits an obvious money measure to be made shewing that discount has been allowed, filing the contract under which the shares were issued with the registrar will not relieve the allottee from obligation to pay. But the Court is not bound in each case to inquire whether the price was reasonable, or whether what was given for the shares had a cash value in the market equal to the nominal value of the shares. *In re THEATRICAL TRUST, LD. CHAPMAN'S CASE*

[V. Williams J. [1895] 1 Ch. 771

[See *In re EDDYSTONE MARINE INSURANCE CO., C. A. affirm. Wright J. [1893] 3 Ch. 9.*]

12. — *Procedure for declaring shareholder liable to contribution.* If in a voluntary winding-up the liquidator believes a shareholder is liable to be put on the list of contributories (e.g., in respect of qualifying shares), the proper course is to put the shareholder on the list as a contributory, leaving him to his remedies under s. 133, sub-s. 8, of the Act of 1862; the liquidators should not apply under s. 138 for a declaration of liability and an order to direct payment of the amount found due. *In re CORNWALL BRICK, TILE, AND TERRA COTTA CO.*

[V. Williams J. [1893] W. N. 9

13. — *Rectification of register—Neglect to file written contract.* Agreement for the sale to the P. Co. of fully-paid shares in the C. Co. in consideration of the allotment, to the holders of the shares, of fully-paid shares in the P. Co., provided that before the issue of any of the shares to be allotted a sufficient contract in writing should be filed with the Registrar of Joint Stock Companies. By mistake the contract was not filed until after the shares had been issued. On discovering the mistake, one of the allottees gave notice of motion for an order to rectify the register; but before the motion was heard the co. was ordered to be wound up:—*Held*, that rectification should only be ordered on the terms that due provision should be made for all the debts and liabilities of the P. Co. which had accrued between the dates of issuing the shares and giving the notice of motion. *In re PRESERVATION SYNDICATE*

[V. Williams J. [1895] 2 Ch. 768

14. — *Settling list—Power of official receiver.* An official receiver, when acting as provisional liquidator, can settle a list of contributories, being included in the term "liquidator" mentioned in rule 83 of the Companies (Winding-up) Rules, 1890. *In re ENGLISH BANK OF THE RIVER PLATE*

[Chitty J. [1892] 1 Ch. 391

15. — *Shares not fully paid—Registered contract.* A contract need not, in order to comply with s. 25 of the Companies Act, 1867, be made directly between the allottee of the shares and the company the shares of which are to be issued; and it need not shew on the face of it which particular shares are to be allotted, although the onus lies on the allottee to shew that his shares are within the registered contract. —By a written agreement between the S. Co. and the trustee for the C. Co., the C. Co. agreed to purchase certain patent rights from the S. Co.,

COMPANY — WINDING-UP — CONTRIBUTORY
—continued.

and to allot to each shareholder in the S. Co. certain £1 shares in the C. Co., to be credited with 19s. paid up. The C. Co. when registered adopted this agreement by a deed indorsed thereon, and the agreement so indorsed was duly filed. E. & M., who were not shareholders in the S. Co., were allotted shares as nominees of the shareholders, and on paying 1s. per share were registered as holders of fully-paid-up shares:—*Held*, that the agreement and the indorsed deed were sufficient within s. 25 of the Act of 1867 although not executed by E. or M. *In re COMMON PETROLEUM ENGINE CO. ELANER & MCARTHUR'S CASE*

[Romer J. [1895] 2 Ch. 759

16. — *Shares issued at a discount.* Where the articles empowered the directors to allot shares at a discount, and provided in case of winding-up that if the assets were insufficient to repay the paid-up capital in full, the loss should be borne by the members in proportion to the capital paid up, or which ought to have been paid up, or the shares held by them at the commencement of the winding-up, "but this clause is to be without prejudice to the rights of holders of shares issued upon special conditions":—*Held*, that notwithstanding the above clause the holders of shares issued at a discount must for the purpose of adjusting the rights of the contributories *inter se* pay up their shares in full. *In re RAILWAY TIME TABLES PUBLISHING CO. Ex parte WELTON*

[C. A. affirm. Kekewich J. [1895] 1 Ch. 255

And see **COMPANY — WINDING-UP — ASSETS; COMPANY — SHARES.**

17. — *Transfer of shares—Shares nominally paid up.* A purchaser of shares nominally fully paid held to be bound by his agent's knowledge that the shares were not in fact paid up. The agent was a confidential clerk, who had investigated the co.'s affairs for the purchaser on another occasion. *In re HALIFAX SUGAR REFINING CO.*

[Stirling J. [1891] W. N. 2; affirm. by

[C. A. [1891] W. N. 39

18. — *Underwriting agreement.* O. by an underwriting letter agreed with the promoter of a co. in consideration of a commission "at any time within three months if and as called upon by you to subscribe or find responsible subscribers" for certain shares, and in default authorized the promoter "to subscribe for the said shares in my name." O. was never requested to subscribe or find subscribers, but on the authority of his letter an application was made in his name and shares allotted to him:—*Held*, that the letter did not amount to an application for allotment, but was only an authority to subscribe for shares in O.'s name if he did not subscribe or find subscribers if and when requested to do so, which he had not been. Therefore his name must be excluded from the list of contributories. *In re HARVEY'S OYSTER CO. ORMEBOD'S CASE* — V. Williams J.

[1894] 2 Ch. 474

See also **COMPANY — DIRECTORS.**

19. — *Unlimited company—Withdrawal of members.* There is nothing in the Companies Acts to prevent an unlimited co. from validly providing in its memorandum and articles for the

COMPANY—WINDING-UP—CONTRIBUTORY
—continued.

withdrawal of members from the co., and, *semble*, it may provide for a return of capital to the members of the partnership:—*Held*, therefore, that, where members have withdrawn in pursuance of such a power, they are under no liability in the winding-up. Whether, in the absence of an express power in the memorandum or articles, an unlimited co. can allow its members to withdraw from liability as such, *quere*. *In re BOROUGH COMMERCIAL AND BUILDING SOCIETY* (No. 1)

[V. Williams J. [1893] 3 Ch. 242

COMPANY—WINDING-UP—COSTS.

1. — *Action commenced before winding-up.*] A shareholder commenced an action against the co. for rescission of a contract to take shares. The co. went into voluntary liquidation, and the plttf., on summons in the winding-up, obtained a declaration in his favour:—*Held*, that the costs related back to the beginning of the action and were a debt owing from the co. to him, for which he must prove in the winding-up; but that they were not costs in the winding-up which the liquidator should pay. *In re SNYDER DYNAMITE PROJECTILE CO. PECK v. SNYDER DYNAMITE PROJECTILE CO.* — Stirling J. [1893] W. N. 37

2. — *Liquidator's liability.*] Certain persons applied by summons to have their names removed from the list of contributories in a winding-up. The liquidator opposed; the summons was dismissed, but on appeal, the appeal was allowed with costs:—*Held*, that the applicants were entitled to costs only out of the assets of the co. and not against the liquidator personally. *In re B. BOLTON & CO. SALISBURY-JONES & DALE'S CASE* (No. 2) — C. A. [1895] 1 Ch. 333

3. — *Originating summons—Taxation—Counsel's fees.*] A report of the official receiver or a liquidator in support of a misfeasance summons is not on taxation to be treated as equivalent to a pleading or affidavit.

On the hearing of a misfeasance summons adjourned into Court and heard on oral evidence—as between party and party—(1) costs for official receiver's report were allowed as for drawing and copying a statement of facts; (2) instructions for brief were disallowed; (3) fees, &c., of third counsel were allowed; (4) consultations after the first one were disallowed; (5) refreshers to counsel were held to be within the taxing officer's discretion. *Semble*, as to (2), that the rule should be altered to allow costs for instructions in a misfeasance case. *In re ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION*

[V. Williams J. [1894] 2 Ch. 622

4. — *Second petition.*] A second petitioner held to be entitled to costs of his petition up to time when he had notice of first petition, and allowed to share in the one set of costs allowed to creditors supporting the first petition. *In re SHERINGHAM DEVELOPMENT CO.* V. Williams J. [1893] W. N. 5

5. — *Second petition—Undertaking by first petitioner to share costs.*] A winding-up petition stood over on the terms of the order in *In re St. Thomas' Dock Co.* (2 Ch. D. 116), including an undertaking by the co. to give the petitioner

COMPANY—WINDING-UP—COSTS—continued.

notice of any other petition. A second petitioner presented a petition, and was informed that a previous petition had been filed. The second petitioner did not communicate with the first. The co. did not inform the first petitioner of the existence of the second petition. An order for winding up was made on the first petition:—*Held*, that the second petitioner must have his costs. V. Williams J. stated the course he should pursue in future, that a petition should stand over on the terms of the order in *In re St. Thomas' Dock Co.* *In re SCOTT AND JACKSON*

[V. Williams J. [1893] W. N. 184

6. — *Successful litigant—Priority—Immediate payment.*] Rule 31 of the Companies (Winding-up) Rules, 1890, does not affect the priority which under the old practice attached to costs ordered to be paid by the liquidator out of the assets to a successful litigant, and the costs so directed to be paid are *prima facie* payable immediately and in full out of the net assets. The onus is on the liquidator to shew that immediate payment from the assets cannot be made, and if he shews that other persons have a prior right or are entitled *pari passu* with the successful litigant, no order for payment will be made without providing for the other claims. The date of the order gives no priority, but payment will not be indefinitely postponed until all claims come in. *In re LONDON METALLURGICAL CO.* — V. Williams J. [1895] 1 Ch. 758

7. — *Successful litigant—Realisation.*] Certain persons successfully applied to be struck off the list of contributories, and the liquidator was ordered to pay the costs out of the assets of the co. The assets, including calls made and recovered subsequently to the order, were insufficient to pay their costs and the costs of the liquidation:—*Held*, that they were only entitled to costs out of the assets of the co., and that an order ought not to be made for costs against the liquidator personally unless he had done something to render him personally liable. *In re STAFFORDSHIRE GAS AND COKE CO.*

[Kekewich J. [1893] 3 Ch. 523

(A) *In re BOLTON & CO. SALISBURY-JONES AND DALE'S CASE* (No. 2) — C. A. [1895] 1 Ch. 333

(B) *Contra, In re STAFFORDSHIRE GAS AND COKE CO.* — Kekewich J. [1893] 3 Ch. 523

8. — *Supervision order—Liquidator's costs.*] Where in a voluntary liquidation the Court directs a supervision order instead of a compulsory order as demanded by a creditor, no costs or remuneration will be allowed to the liquidator without taxation.

(A) *In re CIVIL SERVICE BREWERY CO.*

[V. Williams J. [1893] W. N. 5

(B) *In re WATERPROOF MATERIALS CO.*

[V. Williams J. [1893] W. N. 18

9. — *Supervision order—Petitioning creditor.*] Where on the petition of a creditor an order is made continuing a voluntary winding-up under the supervision of the Court, the costs of the liquidator incurred prior to the supervision order are payable in priority to the petitioner's costs of obtaining the order; but the latter costs are payable in priority to the costs of the liquidator

COMPANY—WINDING-UP—COSTS—continued.
under the supervision order. *In re* NEW YORK
EXCHANGE - Kekewich J. [1893] 1 Ch. 371

10. — *Supervision order—Petitioning creditor.* A petition asked for a compulsory order or such other order as might seem just. At the hearing the petitioners supported a supervision order:—*Held*, that in future if persons meant to support a supervision order and not a compulsory order they must say so in their notices, otherwise they would get no costs if a supervision order only was granted. *In re* WOODBROW, HOOPER & Co.

[V. Williams J. [1893] W. N. 38]

COMPANY—WINDING-UP—EXAMINATION OF OFFICERS.

[Under s. 8 of the Companies (Winding-up) Act, 1890.]

1. — *Admissibility—Companies (Winding-up) Rules, Apr. 1892, r. 27.* The rule is not *ultra vires*, and is not in conflict with s. 8 (7) of the Act, as the deposition is only to be used as evidence against other persons in the same way as an affidavit, that is to say, the witness must be produced for cross-examination if required. Validity of rules discussed. *In re* LONDON AND GENERAL BANK - - - V. Williams J. [1894] W. N. 155

2. — *Duty of official receiver—Control of Board of Trade.* The function of official receivers under the Companies (Winding-up) Act, 1890, s. 8 (2), as to reporting and applying for an order for public examination is a function which they perform as officers of the Court; and they must act on their own responsibility exclusively in the matter, and not under the direction, or subject in any way to the interference of the Bd. of Trade

[Per V. Williams J. [1894] W. N. 44]

3. — *Fraud on outside public.* Sect. 8 of the Act of 1890 is not intended to apply where charges are made against the co. of fraud only in the course of its business with the outside world, or of its conduct with persons not members of the co., and creditors will not be prejudiced by a voluntary winding-up and the absence of an examination under s. 8 of the Act of 1890. *In re* MEDICAL BATTERY Co.

[V. Williams J. [1894] 1 Ch. 444]

4. — *Further report of official receiver necessary.* An order for public examination under s. 8, sub-s. 3, of the Act of 1890 cannot be made until the official receiver has made a further report under s. 8, sub-s. 2, expressing the opinion that there has been fraud, and shewing that the persons whom it is proposed to examine have taken part in the promotion or formation of the co., or been directors or officers thereof.

(A) *In re* GREAT KRUGER GOLD MINING Co. *Ex parte* BARNARD C. A. revers. V. Williams J. [1893] 3 Ch. 307

(B) *In re* TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA. *In re* BERTRAM LUIPAARD'S VLEI GOLD MINING Co.

[C. A. revers. V. Williams [1893] 3 Ch. 332]

The order may be made *ex parte*, leaving the persons affected to move to discharge it if they allege it to have been made without jurisdiction. It is not necessary that the report should name

COMPANY—WINDING-UP—EXAMINATION OF OFFICERS—continued.

those persons as having been parties to any fraud. *In re* TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA. *In re* BERTRAM LUIPAARD'S VLEI GOLD MINING Co. - C. A. [1893] 3 Ch. 332

[See No. 6, below.]

5. — *Further report of official receiver—Evidence in contradiction—Application to remove from file.* Where the Court has jurisdiction to make and has exercised its discretion by making an order for public examination under s. 8 of the Act of 1890, the order will not be discharged on the ground that fraud is not sufficiently shewn by the official receiver's report on which the order is based. And where the report is made in good faith the Court will not allow evidence to be adduced to rebut the charges of fraud therein; and will not take the report off the file, or remit it to the official receiver in order that other facts, on which the person ordered to be examined relies, may be stated in the report. *In re* NEW TRAVELLERS' CHAMBERS - - - Romer J. [[1895] 1 Ch. 395]

6. — *Further report of official receiver—Fraud imputed.* The further report of the official receiver need not in terms state that fraud has been committed; it is sufficient if it states facts which suggest the existence of such fraud.—Companies (Winding-up) Act, 1890, s. 8, sub-s. 2.

(A) *In re* LAXON & Co. (No. 3).

[V. Williams J. [1893] 1 Ch. 210]

(B) *In re* BIRKDALE STEAM LAUNDRY AND CARPET BEATING Co. Div. Ct. [1893] 3 Q. B. 386

7. — *Order may be made ex parte.* An order under s. 8 (3) of the Companies (Winding-up) Act, 1890, may be made *ex parte*.

(A) *In re* GREAT KRUGER GOLD MINING Co. *Ex parte* BARNARD - C. A. [1893] 3 Ch. 307

(B) *In re* TRUST AND INVESTMENT CORPORATION OF SOUTH AFRICA. *In re* BERTRAM LUIPAARD'S VLEI GOLD MINING Co. C. A. [1893] 3 Ch. 332

8. — *Public examination—Official receiver's report.* The official receiver's further report under s. 8 (2) of the Companies (Winding-up) Act, 1890, should include matters of information and belief, and whether an actual expression of his opinion that fraud has been committed by some person within the description in the section (not defining the person) is or is not a condition precedent to an order for public examination, it is a convenient practice which the Court will require the official receiver to follow, that he should state that facts, of which he has information and which he believes to be true, and which are set out in his report, constitute a *prima facie* case of fraud. The Court has no jurisdiction to direct such an examination unless the official receiver states expressly in his further report that in his opinion some fraud had been committed, or the facts stated in the report shew clearly that in his opinion such a fraud has been committed; and a mere suggestion of suspicion is not enough.

(A) *In re* GENERAL PHOSPHATE CORPORATION. *In re* NORTHERN TRANSVAAL GOLD MINING Co. *In re* DELHI STEAMSHIP Co.

[C. A. affirm. V. Williams J. [1895] 1 Ch. 3]

COMPANY — WINDING-UP — EXAMINATION OF OFFICERS—continued.(b) *In re* LAXON & Co. (No. 3)

[V. Williams J. [1893] 1 Ch. 210]

(c) *In re* BIRKDALE STEAM LAUNDRY AND CARPET BEATING Co. Div. Ct. [1893] 2 Q. B. 386**COMPANY — WINDING-UP — EXAMINATION OF WITNESSES.**

[Under s. 115 of the Companies Act, 1862.]

1. — Depositions, Right to inspection of.]

(A) Officers of a co. and others having been examined under s. 115 of the Act of 1862, subsequent to action brought by the liquidator to rescind a contract, one of them, in cross-examination on behalf of the liquidator under commission, was asked whether certain questions had been put to him in the examination under s. 115; he said, "Yes." He was then asked if he made certain answers, when he declined to answer till his deposition was read to him. This was done. He was also told what others said in their depositions and asked whether he contradicted them:—*Held*, that the defts. were not entitled to inspect the depositions. *Semble*, that the witness was not entitled to refuse to answer till his depositions were read to him. *Semble*, that the questions as to the evidence of other persons under s. 115 were improper. *NORTH AUSTRALIAN TERRITORY Co. v. GOLDSBOROUGH, MORT & Co.*

[C. A. affirm. Kekewich J. [1893] 2 Ch. 381]

See also **COMPANY—EXAMINATION OF OFFICERS, above.**

(B) In a winding-up—at any rate under a compulsory order—every contributory and every admitted creditor has a right to inspect and take copies of depositions taken at a private examination, whether the evidence was given by himself or by others. *In re* STANDARD GOLD MINING Co.

[V. Williams J. [1895] 2 Ch. 545]

2. — Objections—Taking notes.] A witness objected to give evidence in the presence of two persons: one, the former chief clerk of the co., was employed by the liquidator in making out the accounts; the other, the clerk of the liquidator's solicitors, was employed in taking notes:—*Held*, that the witness's objections were not valid. Notes can only be taken for the purpose of cross-examination, and must be destroyed immediately afterwards. *In re* W. HESELTINE & SON, LD.

[Stirling J. [1891] W. N. 25]

3. — Mode of summoning.] The proper mode of summoning a person before an examiner, under s. 115 of the Companies Act, 1862, is by a summons in Chambers, and not by *subpoena*; the reason being that the Court must be satisfied that the person summoned is capable of giving the information mentioned in that section. *In re* WESTMORELAND GREEN AND BLUE SLATE CO.

[Kekewich J. [1892] W. N. 8]

4. — Supervision order] In a winding-up under a supervision order the Court can of its own motion direct an examination under s. 115 of the Act of 1862. *In re* LAND SECURITIES CO.

[V. Williams J. [1894] W. N. 91]

COMPANY—WINDING-UP—EXECUTION.

1. — Foreign action—Injunction.] The S. Co. was being wound up compulsorily. The liquidator with the sanction of the Court contracted to sell

COMPANY — WINDING-UP — EXECUTION — continued.

the assets in Brazil (where most of the property of the co. was) to H. F., who was resident in England, obtained judgment against the co. in Brazil, and obtained an embargo on part of the assets in Brazil. F. claimed priority by Brazilian law. There were debentures exceeding the value of the assets, which had priority over other debts. Ordered, that the embargo should be removed on the liquidator placing a sum to a separate account to meet any claim F. could establish. *In re* CENTRAL SUGAR FACTORIES OF BRAZIL. FLACK'S CASE. — North J. [1894] 1 Ch. 369

2. — Writ of fieri facias—Company—Winding-up.] Although s. 1 (6) of the Companies (Winding-up) Act, 1890, gives to the county court winding up a co. "all the powers of the High Court," the County Court has no jurisdiction to issue a writ of *fi fieri facias* to the sheriff to enforce by execution an order of that Court directing a person to pay moneys received by him on behalf of the co. to the liquidator. *In re* BASSETT'S PLASTER CO. Div. Ct. [1894] 2 Q. B. 96
And see SHERIFF.

COMPANY—WINDING-UP—FIRST MEETING OF CREDITORS.

1. — Power to re-summon.] Where at a first meeting of creditors the functions of that meeting have been performed, a further—not a fresh—first meeting of creditors can be summoned. *In re* CHARLES REYNOLDS & CO.

[V. Williams J. [1895] W. N. 31]

2. — Right to vote.] A proof tendered by accountants for work done partly before and partly after the commencement of the winding-up, in respect of a reconstruction scheme, the total amount of the debt claimed being sworn to, *held*, not to fall within cl. 7 of Sch. I of the Companies (Winding-up) Act, 1890. A summons to expunge such proof was therefore dismissed with costs. *In re* CANADIAN PACIFIC COLONIZATION CO.

— Stirling J. [1891] W. N. 123

COMPANY — WINDING-UP — FRAUDULENT PREFERENCE.

Directors' fees—Unpaid calls—Set-off.] Within three months before the liquidation of the co. the directors, by exchanging cheques with the co., paid calls owing by them out of the directors' fees owing to them by the co.:—*Held*, that, considering the then position of the co., this was a fraudulent preference of themselves by the directors. The effect of set-off in bankruptcy and winding-up proceedings contrasted. *In re* WASHINGTON DIAMOND MINING CO.

[C. A. revers. V. Williams J. [1893] 3 Ch. 95]

COMPANY—WINDING-UP—INDEMNITY.

Company for benefit of one person—Debentures.] S. formed a co. to buy his own business at a price to be paid in cash and debentures. Practically all the shares were held by S. S. received £10,000 of debentures in the co. The co.'s assets were insufficient to pay the unsecured creditors:—*Held*, by V. Williams J., that the co. was a mere nominee of S., and the fact of the nominee being a co. made no difference, and that S. must indemnify the co. *Held*, by C. A., that the formation of the co., &c., was a mere scheme to enable

COMPANY — WINDING-UP — INDEMNITY — continued.

S. to carry on business with limited liability and to obtain priority over other creditors of the co. by means of the debentures, and that S.'s appeal must be dismissed. *BRODERIP v. SALOMON*

[Both Courts [1895] 2 Ch. 323

— *Company for benefit of one person.*

See **BANKRUPTCY—ASSETS**. 18.

COMPANY—WINDING-UP—JURISDICTION.

1. — *Building society—Special case.*] In the winding-up in the county court of a building society registered under the Building Societies Act, 1874, a special case for the opinion of the High Court may be stated under s. 3 (3) of the Winding-up Act, 1890. *Semble*, the enactments from time to time in force, whether previous or subsequent to the Building Societies Act, 1874, for winding up companies in the Chancery Division apply to such winding-up in the County Court. *In re PORTSEA ISLAND BUILDING SOCIETY*

[*V. Williams J.* [1893] 3 Ch. 205

[*But see now Building Societies Act, 1894* (57 & 58 Vict. c. 47), s. 8 (1).]

2. — *Building society—Transfer.*] *Semble*, that notwithstanding r. 146 of the County Court Rules, 1892, the winding-up of a building society registered under the Act of 1874 cannot be transferred to the High Court. *In re REAL ESTATES CO.*

[*But see now Building Societies Act, 1894* (57 & 58 Vict. c. 47), s. 8.]

— *Certificate of incorporation whether conclusive.*

See **COMPANY—REGISTRATION**. 1.

3. — *County Court—Metropolitan Courts.*] The Metropolitan County Courts have no jurisdiction to wind up cos.; and their districts are attached for winding-up purposes to the High Court. Order 29th Nov., 1890. *In re COURT BUREAU, LD.* (No. 2) *Stirling J.* [1891] W. N. 15

4. — *County Court—Petition presented before 1891.*] A petition presented but not heard before the 1st of Jan., 1891, will be heard by the High Court, although the amount of the paid-up capital be within the limit prescribed for winding-up in the County Court, under the Companies (Winding-up) Act, 1890, s. 1, sub-s. 3. *In re LONDON & YORKSHIRE MUTUAL MONEY CLUB CO.*

[*North J.* [1891] W. N. 2

5. — *County Court—Title to property—Liquidator and stranger.*] A County Court judge has no jurisdiction under the Companies Acts to decide questions of title to property between the liquidator and a stranger, which arose before the commencement of the winding-up. *In re ICKLEY HOTEL CO.*

— *Div. Ct.* [1893] 1 Q. B. 248

6. — *County Court—Transfer.*] A transfer of winding-up proceedings can only be made to a Court having jurisdiction under the Act of 1890: the City of London Court is not such a Court. *In re REAL ESTATES CO.*

— *V. Williams J.*

[1893] 1 Ch. 398

And see **COUNTY COURT—Jurisdiction**. 8, 9, 10.

7. — *County Court—Transfer to High Court.*] The High Court has power under s. 3 of the Companies (Winding-up) Act, 1890, to transfer from

COMPANY — WINDING-UP—JURISDICTION — continued.

a County Court to the High Court a winding-up petition on which no order has been made. *In re LAXON & CO. (No. 1) C. A. affirm. V. Williams J.*

[1892] 3 Ch. 31

8. — *Industrial and provident societies.*] The Companies (Winding-up) Act, 1890, made no alteration in the law relating to the winding up of societies registered under the Industrial Provident Societies Act, 1876. The only Court which can wind up such societies is the County Court of the district in which the society has its registered office. The Companies (Winding-up) Act, 1890, only applies to cos. which before the passing of the Act, the High Court had power to wind up. *In re LONDON AND SUBURBAN BANK*

[*North J.* [1892] 1 Ch. 604

[*But see now Industrial and Provident Societies Act, 1893* (56 & 57 Vict. c. 39), s. 59.]

9. — *Petition to wrong Court—Transfer.*]

Where the paid-up capital of a company, the nominal capital of which was £250,000, was £101, and a petition for winding-up was presented to the High Court, an order was made for winding up, and the proceedings were transferred to the County Court. *In re MILFORD HAVEN SHIPPING CO.*

— *Romer J.* [1895] W. N. 16

10. — *Stannaries Court—Transfer.*] Where a co. is formed to work mines within the Stannaries "or elsewhere in England," but is not shewn to be actually working mines beyond the Stannaries, the jurisdiction to wind up the co. or to entertain an application in its voluntary winding-up is in the Stannaries Court, and where proceedings have been taken in that Court, the High Court will not exercise its power to retain the proceedings before itself, but will transfer them to the Stannaries Court. *In re NEW TERRAS TIN MINING CO.*

[*V. Williams J.* [1894] 2 Ch. 344

COMPANY—WINDING-UP—LIQUIDATOR.

1. — (A) *Appointment—Provisional liquidator.*] On a petition to wind up a co. the Court has power to appoint a provisional liquidator other than the official receiver. *In re UNIONIST CLUB, LD.*

— *Chitty, J.* [1891] W. N. 64

(B) *Appointment—Provisional liquidator.*] Before the hearing of a petition for compulsory winding-up a co. then in voluntary liquidation, an application was made for appointment of a provisional liquidator other than the official receiver. The Court appointed the official receiver, but restricted his powers to making an application to the Court for the appointment of some one as a special manager. *In re BOUND & CO.*

[*V. Williams J.* [1893] W. N. 21

2. — (A) *Appointment—Discretion of Court.*] Unders. 6, sub-s. 1 (a) of the Companies (Winding-up) Act, 1890, the right of the majority of the creditors and contributories present at the statutory meetings to have their nominee appointed as liquidator is subject to the control of the Court, which in the exercise of its discretion may refuse to appoint the nominee or any liquidator and leave the winding up in the hands of the official receiver. The unanimous determination of the creditors and contributories mentioned in r. 63, sub-r. 2, of the Companies (Winding-up) Rules,

COMPANY — WINDING-UP — LIQUIDATOR — continued.

1890, refers to unanimity of all the creditors and contributories at the meetings, and not to unanimity in the result of the two meetings. *In re JOHANNESBERG LAND AND GOLD TRUST CO.*

[Chitty J. [1892] 1 Ch. 583

(b) *Appointment—Discretion of Court.* Although the Court has directed a meeting of creditors to be called in order to ascertain the wishes of the creditors, it may yet refuse to sanction an appointment made by a large majority of those present at the meeting. In this case the Court refused to sanction the appointment made at the meeting, and instead appointed the accountant who had been directed by the Court to act as chairman of the meeting. *In re LAND DEVELOPMENT ASSOCIATION*

[Kekewich J. [1892] W. N. 23

3. — *Appointment of new in place of retiring liquidator in voluntary liquidation.* The Court has jurisdiction under s. 141 of the Act of 1862 to appoint a new liquidator of a company in voluntary liquidation, not only on the removal, but also on the retirement of an existing liquidator. *In re SHEPPY PORTLAND CEMENT CO.*

[Kekewich J. [1892] W. N. 184

4. — *Calls—Making immediate call—Shares payable by instalments.* A new co. was formed for the purpose of carrying into effect a contract for the purchase of the undertaking of an existing co. By the contract which was scheduled to the articles of the new co. it was agreed that shareholders in the existing co. should be entitled in respect of their shares to certain partly paid-up shares in the new co., and should pay the balance owing for such new shares in seven half-yearly instalments. Several shareholders accepted shares in the new co. on these terms. On the winding-up of the new co., held, that the contract was only in force during the life of the new co., and did not preclude the liquidator from making an immediate call for the whole of the unpaid balance of the shares taken under it. *CORDOVA UNION GOLD CO.* Kekewich J. [1891] 2 Ch. 580

— *Costs.*

See COMPANY — WINDING-UP — COSTS, above.

5. — *Debenture-holders — Receiver.* As a general rule of convenience the liquidator of a co. being wound up should be appointed receiver for the debenture-holders. But if the debenture-holders have appointed a receiver under a special power given them by their security, the Court will not displace him by the liquidator. In certain cases the Court will appoint a liquidator to act as manager and receiver of the business. The O. A. in the absence of special circumstances will not overrule the discretion of the judge of first instance refusing to displace a receiver by a liquidator. *In re JOSHUA STUBBS, LD.* BARNEY v. JOSHUA STUBBS, LD. — Kekewich J. [1891] 1 Ch. 187; C. A. [1891] 1 Ch. 476

6. — *Debenture-holders' action — Official receiver.* The assets of a co. including a large amount of uncalled capital were sufficient to pay the debentures. The official receiver, who was also provisional liquidator, was appointed by V.

COMPANY — WINDING-UP — LIQUIDATOR — continued.

Williams J. receiver and manager, in place of the receiver and manager in a debenture-holders' action, on an undertaking by him to keep a separate account on behalf of the debenture-holders. On appeal fresh evidence was produced that a large amount of the assets consisted of securities, which required to be realized by a commercial person. The receiver in the action was appointed by C. A. receiver of these particular assets, and the official receiver receiver of the other assets. *BRITISH LINEN CO. v. SOUTH AMERICAN AND MEXICAN CO.* — V. Williams J. varied by C. A. [1894] 1 Ch. 108

7. — *Debenture - holders' action — Priority.* The sheriff, on seizing, on behalf of an execution creditor, goods belonging to a limited co., takes, at all events before sale by him, subject to the rights of debenture-holders under debentures charging all the property of the co. Whether, after sale by the sheriff, the debenture-holders lose their priority, *quære.*

(A) *In re THE OPERA, LD.*

[C. A. [1891] 3 Ch. 260 *revers.* Kekewich J. [1891] 2 Ch. 164

(B) *TAUNTON v. SHERIFF OF WARWICKSHIRE*

[C. A. [1895] 2 Ch. 319 *affirm.* Kekewich J. [1895] 1 Ch. 734

And see COMPANY — DEBENTURE.

8. — *First meetings of creditors and contributories—Differences.* Where the contributories unanimously agreed that the official receiver should be appointed liquidator, and eight creditors whose debts amounted to £12,000 voted for the official receiver, and nine creditors whose debts amounted to £3000 for another person, five of the eight being directors against whom allegations had been made. The Court appointed the official receiver liquidator, as there was no *prima facie* case against the directors, and their views as creditors could not be disregarded. *In re BLOXWICH IRON AND STEEL CO.*

[Wright J. [1894] W. N. 111

9. — *Liabilities of—Negligence.* A liquidator is the agent of the co., and is not strictly speaking a trustee for the creditors or contributories. He is not therefore, in the absence of fraud, *mala fides*, or personal misconduct, liable to them for delay in paying debts or distributing surplus assets. *KNOWLES v. SCOTT*

[Romer J. [1891] 1 Ch. 717

10. — *Official receiver acting as liquidator—Appeal.* An application by way of an appeal from a decision of the official receiver acting as liquidator must be made in Chambers. Rule 3 of the Companies (Winding-up) Rules, 1890, only applies to appeals from the official receiver acting as such. *In re NATIONAL WHOLEMEAL BREAD AND BISCUIT CO. Ex parte BAINES*

[V. Williams J. [1892] 2 Ch. 457

— *Preferential payments by.*

See COMPANY — WINDING-UP — PREFERENTIAL PAYMENTS.

11. — *Provisional liquidator, appointment of—Security.* Under r. 67 of the Companies (Winding-up) Rules, 1890, the Bd. of Trade has power to fix the security to be given by a liqui-

COMPANY — WINDING-UP — LIQUIDATOR — continued.

director before as well as after the making of a winding-up order. *In re* MERCANTILE BANK OF AUSTRALIA - North J. [1892] 2 Ch. 204

12. — *Provisional liquidator, appointment of.* Whether the Court has power under s. 4 of the Companies (Winding-up) Act, 1890, to appoint, as provisional liquidator before the making of a winding up order, some person other than the official liquidator, *quære*.

(A) *In re* MERCANTILE BANK OF AUSTRALIA [North J. [1892] 2 Ch. 204

(B) *In re* NORTH WALES GUNPOWDER CO. [C. A. [1892] 2 Q. B. 220

Contra (c) *In re* UNIONIST CLUB, LD. [Chitty J. [1891] W. N. 64

(D) *In re* BOUND & Co. [V. Williams, J. [1893] W. N. 21

13. — *Provisional liquidator, appointment of.* After the winding-up order is made the official receiver becomes provisional liquidator, and the Court has no longer power to appoint any other person. *In re* NORTH WALES GUNPOWDER CO.

[C. A. *revers*, Div. Ct. [1892] 2 Q. B. 220

14. — *Restrictions on — Voluntary winding-up.* The Court has jurisdiction, by placing restrictions on a voluntary liquidator or by dispensing with restrictions on an official liquidator, almost to turn a winding-up under supervision into a winding-up of the cause or the converse.

The Companies (Winding-up) Act, 1890, does not apply to a voluntary winding-up, but can be utilized by the Court for the purpose of putting restrictions analogous to those imposed by the legislature, where desired by the creditors, upon the powers of an official liquidator in a compulsory winding-up. Form of order. *In re* WATSON & SONS, LD. - Chitty J. [1891] 2 Ch. 55

— *Settling list of contributories.*

See COMPANY — WINDING-UP — CONTRIBUTORY.

— *Statement of accounts.*

See "Table of Rules and Orders Issued," p. ccxlix.

15. — *Supervision order—Security.* Where a company is being voluntarily wound up and the winding-up is continued under a supervision order and the voluntary liquidator has not given security, if an additional liquidator is appointed by the Court he will be required to give security. *In re* HAMPSHIRE LAND CO.

[V. Williams J. [1894] 2 Ch. 632

COMPANY — WINDING-UP — OFFICIAL RECEIVER.

1. — *Proceedings in name of official receiver.* The official receiver is not to allow proceedings to be taken in his name simply on persons giving an indemnity, or on counsel on their behalf advising that there is a clear case. He must act on his own judgment. If there is a committee of inspection, or a committee representing the creditors, the official receiver may act on their opinion that such proceedings should be taken.

[Per V. Williams J. [1894] W. N. 166

2. — *Proceedings in name of official receiver—Indemnity.* The official receiver should not

COMPANY — WINDING UP — OFFICIAL RECEIVER—continued.

allow his name to be used on an indemnity being given, at any rate till the official receiver had satisfied himself, by taking counsel's opinion, as to the propriety of the proceedings, because as soon as he allows his name to be so used he ceases to have control over the proceedings. *In re* ANGLO-SARDINIAN ANTIMONY CO.

[V. Williams J. [1894] W. N. 156

— *Report of.*

See COMPANY — WINDING-UP — EXAMINATION OF OFFICERS. 2, 4—6.

3. — *Sanction to proceedings.* The question as to when the taking of proceedings by the official receiver requires the sanction of the Court, and when the authority of the Board of Trade, discussed. *In re* NEW ZEALAND LOAN AND MERCANTILE AGENCY CO.

[V. Williams J. [1894] W. N. 200

4. — *Statement of affairs.* An order to submit a statement of affairs ought not to be made at the instance of the official receiver until the registrar has satisfied himself that the person required to make the statement had the materials for doing so. In future applications for such orders must be made to the judge himself. *In re* COLUMBIAN GOLD MINES

[V. Williams J. [1894] W. N. 92

COMPANY — WINDING-UP — PETITION AND ORDER.

1. — *Abuse of process—Demurrable petition.* Where a petition is presented ostensibly for a winding-up order, but really for another purpose, such as putting pressure on a co., the Court has an inherent jurisdiction to prevent such an abuse of process, and will do so, without requiring an action to be commenced, by restraining the advertisement of the petition, and staying all proceedings on it. *In re* A COMPANY

[V. Williams J. [1894] 2 Ch. 349

2. — *Advertisement—Certificate of registrar.* North J. stated that in future he should adopt the rule laid down by Chitty J., and not allow a winding-up petition to be called on for hearing unless the certificate of the registrar was produced that the petition had been properly advertised. *In re* KERSHAW & POLE, LD.

[North J. [1891] W. N. 202

3. — *Advertisement—Compulsory or supervision order—Application at hearing for supervision order.* In this case an adjournment was directed for the purpose of fresh advertisements, and eventually a supervision order reluctantly granted. *In re* NEW ORIENTAL BANK CORPORATION (No. 1) V. Williams J. [1892] 3 Ch. 563

4. — *Advertisement—Defect.* A formal defect in the date fixed for the hearing held not to invalidate petition, there being no proof that any one was misled by the mistake. *In re* BROAD'S PATENT NIGHT LIGHT CO.

[North J. [1892] W. N. 5

5. — *Advertisement—Defect.* Where the foot-note required by r. 19 and F. 3 of the Companies (Winding-up) Rules, 1892, was omitted, the Court made an order without fresh advertisement, but stated this would not form a precedent.

COMPANY — WINDING-UP — PETITION AND ORDER—continued.

The voluntary liquidator was allowed his costs of appearance. *In re MONT DE PIÉTÉ OF ENGLAND* [V. Williams J. [1892] W. N. 166]

8. — *Advertisement — Irregularity in advertisement.* An order made on a petition notwithstanding an irregularity in the advertisement; the Court holding, under r. 177 of the Companies Rules, 1890, that the irregularity did not invalidate the proceedings. *In re BULL, BEVAN & Co.* [North J. [1891] W. N. 170]

7. — *Advertisement — Readvertisement on amendment of petition.* Where a petition asking for continuance of a voluntary winding-up under supervision is amended so as to ask for a compulsory order, the petition must be readvertised. *In re NATIONAL WHOLEMEAL BREAD AND BISCUIT Co.* [Kekewich J. [1891] 2 Ch. 151]

8. — *Advertisement — Readvertisement on amendment of petition.* Where a petition asks for a compulsory order or a supervision order, but at the hearing a supervision was alone applied for, held that the petition must be readvertised, and it must be shewn clearly that only a supervision order would be asked for at the hearing.

(A) *In re NEW MORGAN GOLD MINING Co.*

[V. Williams J. [1893] W. N. 79]

(B) *In re NEW ORIENTAL BANK CORPORATION* (No. 1) — [V. Williams J. [1892] 3 Ch. 563]

(C) *In re CIVIL SERVICE BREWERY Co.*

[V. Williams J. [1893] W. N. 5]

9. — *Advertisement—Supervision order—Readvertisement.* In future, when a petition for winding-up is amended by inserting a prayer for a supervision order, and the petition is ordered to be re-advertised as amended, the new advertisement must appear not only in the *Gazette*, but in all the newspapers in which the original advertisement appeared. *In re DOMBEY & SONS* [V. Williams J. [1895] W. N. 146 (3)]

10. — *Affidavit of service—"Sealing."* There being no "seal of the Court," the Court authorized the affidavit of service of a petition to be sworn without the words in the appendix form which purports to state that the deponent had served a copy of the petition "duly sealed with the seal of the Court." *Semble*, that a seal will be necessary to put in force Companies (Winding-up) Act, 1890, ss. 39, 40. *In re THE COURT BUREAU, LD.* (No. 1) [Stirling J. [1891] W. N. 9]

11. — *Appearance—Committee of creditors.* A notice of intention to appear at the hearing was given on behalf of six persons who were acting as a committee of the creditors. The Court refused to recognise the persons as a committee representing the creditors, and treated the notice as given solely on behalf of the persons named in it. *In re MID-KENT FRUIT FACTORY*

[North J. [1892] W. N. 65]

12. — *Compulsory or supervision order—Second petition.* Although s. 8 of the Companies (Winding-up) Act, 1890, enlarges the jurisdiction of the Court as to compulsory orders, yet a shareholder who differs from the majority must still allege and prove grounds for supposing that he will derive substantial benefit from the compul-

COMPANY — WINDING-UP — PETITION AND ORDER—continued.

sory order before the Court will grant it, on his petition, against the wishes of the majority. A shareholder who presents a petition after notice of another petition must prove proper independent grounds, or he will be cast in costs. *In re DORÉ GALLERY, LD.*

[North J. [1891] W. N. 98]

13. — *Costs.* Costs of attending the hearing of a winding-up petition will be disallowed to all creditors who omit to state in their notice of intention to appear whether they intend at the hearing to support or oppose the petition, as required by the Companies Winding-up Rules, Feb. 1891. *In re GREEN, McALLAN, & FEILDEN, LD.* — [Chitty J. [1891] W. N. 127]

14. — *Evidence required from opponents.* Those opposing a compulsory order for winding-up should, when connected with the co., state on affidavit such matters as are within their knowledge, as to the promotion, formation, or failure of the co., as go to negative the necessity or desirability of inquiry into such matters. And where there is a pending debenture-holder's action, the opponents to the petition should also state the date of issue of the debentures, and the consideration for such debentures. *In re J. H. EVANS & Co.* [V. Williams J. [1892] W. N. 126]

15. — *Foreign company with branch office and assets in England.* The Court, on the assumption that the principal liquidation would take place abroad, made a compulsory order winding up a foreign co. with a branch office and assets in England, but confined the liquidator's powers to the English assets. *In re FEDERAL BANK OF AUSTRALIA* — [V. Williams J. [1893] W. N. 46; [affirm. by C. A. [1893] W. N. 77]

16. — *Grounds for order — Allegation of fraud.* Compulsory order made on ground that the substratum of the co. was gone:—*Semble*, that an allegation that an investigation is necessary in consequence of fraud in the promotion is now sufficient for a compulsory order, and that a majority of shareholders cannot now force a minority to forego their statutory right of investigation under s. 8 of the Act of 1890. *In re GENERAL PHOSPHATE CORPORATION*

[V. Williams J. [1893] W. N. 142]

17. — *Grounds for order—Compulsory order or voluntary winding-up.* Where the control of the business and debentures was substantially in the hands of one man and his immediate family, and their nominee had been appointed both receiver and voluntary liquidator, held, that it was desirable in the interests of the creditors that the voluntary liquidation should not continue, but that an order for compulsory winding-up must be made. *In re MEDICAL BATTERY Co.*

[V. Williams J. [1894] 1 Ch. 444]

18. — *Grounds for order—Shareholder's petition—Shares issued at discount.* That shares in a limited co. have been issued at a discount is not a ground for making a winding-up order on the petition of a fully-paid up shareholder, even if where the amounts unpaid on the shares were called up, there would be a surplus for division

COMPANY — WINDING-UP — PETITION AND ORDER—continued.

among the members of the co. *In re* PIONEERS OF MASHONALAND SYNDICATE

[V. Williams J. [1893] 1 Ch. 731]

19. — *Order—Drawing up order.* A petitioner having failed to draw up the order for winding-up, the Court, in the interest of the creditors and the contributories, a debenture-holder's action being pending, granted leave to a creditor to draw up the order. *In re* SOUTH METROPOLITAN BREWING AND BOTTLING CO.

[Kekewich J. [1891] W. N. 51]

20. — *Right to present—"Creditor."* A person who holds a bill of exchange given by the co., not yet matured, but with notice that the bill will not be met at maturity, is not a "creditor" entitled to petition for a winding-up order under s. 82 of the Companies Act, 1862. *In re* W. POWELL & SONS

- V. Williams J. [1892] W. N. 94

21. — *Right to present—Debenture-holder—Statutory company.* A co. formed by Act of Parl. which incorporated the Companies Clauses Act, 1845, issued debentures. The co. failing to pay the debentures, one of the debenture-holders obtained judgment against them, but failed to obtain payment of his debt:—*Held*, that neither the fact that a debenture-holder had a right to a receiver nor the fact that the co. was formed with statutory powers for the public advantage, could deprive the debenture-holder, who had exhausted his other remedies, of his ordinary rights as a creditor to present a winding-up petition. *In re* BOROUGH OF PORTSMOUTH (KINGSTON, FRATTON AND SOUTHEA) TRAMWAYS CO.

[Stirling J. [1892] 2 Ch. 362]

22. — *Right to present—Shareholder—Calls unpaid.* As a general rule the Court will not hear a petition by a shareholder who is in arrear in payment of calls, but there may be circumstances in which the Court ought not to refuse to hear such a petition on terms. *In re* CRYSTAL REEF GOLD MINING CO. North J. [1892] 1 Ch. 408

23. — *Small debt.* In future, where a petition is presented in respect of a small debt, no winding-up order will be made, or if made will be made without costs. *In re* HERBERT STANDING & CO. Per V. Williams J. [1895] W. N. 99

24. — *Supervision order—Conditions—Costs.* On the hearing of a petition for a compulsory winding-up order, the Court, at the request of the petitioner, made an order for winding-up under supervision without readvertisement of petition. *In re* CIVIL SERVICE BREWERY CO. V. Williams J. [1893] W. N. 5

25. — *Transfer from County Court to High Court.* The High Court has power under s. 3 of the Companies (Winding-up) Act, 1890, to transfer from a County Court to the High Court a winding-up petition on which no order has been made. *In re* LAXON & CO. (No. 1)

[C. A. affirm. V. Williams J. [1893] 3 Ch. 31]

26. — *Transfer from High Court to County Court.* A transfer of winding-up proceedings can only be made to a Court having jurisdiction

COMPANY — WINDING-UP — PETITION AND ORDER—continued.

under the Act of 1890: the City of London Court is not such a Court. *In re* REAL ESTATES CO.

[V. Williams J. [1893] 1 Ch. 398]

27. — *Transfer from High Court to Stannaries Court.* Where a co. is formed to work mines within the Stannaries "or elsewhere in England," but is not shewn to be actually working mines beyond the Stannaries, the jurisdiction to wind up the co. or to entertain an application in its voluntary winding-up is in the Stannaries Court; and where proceedings have been taken in that Court, the High Court will not exercise its power to retain the proceedings before itself, but will transfer them to the Stannaries Court. *In re* NEW TERRAS TIN MINING CO.

[V. Williams J. [1894] 2 Ch. 344]

28. — *Unopposed petition—Order of hearing.* North J. stated that, having regard to the provisions of the Companies Winding-up Rules, Feb. 1891, r. 3, 4, he should treat a winding-up petition as unopposed, and hear it when first called, if no notice of opposition had been received by the registrar. The order to be of course subject to the risk of its being stopped afterwards, if it should turn out that notice of opposition had been given to the petitioner. *In re* INMAN & CO., LD. North J. [1891] W. N. 302

29. — *Verification—Petition by limited company—"Principal officer."* *Held*, that a liquidator of the petitioning co. was a "principal officer" of the co. within r. 36 of the Companies Winding-up Rules, 1890, and therefore the proper person to make the affidavit verifying the petition. *In re* REVIEW PUBLISHING CO.

[V. Williams J. [1893] W. N. 5]

30. — *Withdrawal of petition—Substituting another petition—Notice of appearance.* A., B., and C. were creditors, C's debt being disputed. A. had petitioned, but was personally willing to withdraw his petition. A's solicitors had received notice from B. of his intention to appear and support. They also represented C., but no notice under r. 20 of April, 1892, had been given of C's intention to appear. The solicitors had at the foot of the list of appearances required by r. 21 of April, 1892, written a statement that C. intended to appear and support. An order was made substituting C. as petitioner. *In re* INVICTA WORKS, LD. V. Williams J. [1894] W. N. 39

31. — *Parties attending.* Where no parties attend the hearing of a winding-up petition, the solicitor for the petitioner should for convenience file list, under r. 4, F. 3, of the Companies Winding-up Rules, Feb., 1891, of parties attending, with a written notice across it that no persons intended to appear, or by letter to the registrar signifying that no persons had given notice of intention to appear. *In re* AUSTRALASIAN ALKALINE REDUCTION AND SMELTING SYNDICATE

[Chitty J. [1891] W. N. 209]

32. — *Postponement of drawing up of order.* *Semble*, where it is desired that an opportunity should be given for payment of the petitioner's debt and the consequent avoidance of an order, the proper course is for the petitioner to stand over for a fortnight, and on being mentioned when

COMPANY — WINDING-UP — PETITION AND ORDER—continued.

replaced in the paper, the winding-up order will be made unless the petitioner's debt and costs is satisfied in the meantime, the position of parties to be unaltered during this period. The practice of making winding-up orders which are not to be drawn up until a future date is objected to by the registrar's office. *In re BAKER, TUCKERS & Co.*

[Wright J. [1894] W. N. 33]

33. — *Prima facie right of creditor to order.* Apart from the Companies (Winding-up) Act, 1890, a creditor unable to obtain payment of his debt is *prima facie* entitled to a compulsory winding-up order. The refusal of such an order is only justified when no possible benefit can result from making it. Since the Act of 1890 it is sufficient to justify a compulsory order to shew that an investigation under the Act is likely to benefit the creditors. *In re KRAENAPOLSKY RESTAURANT AND WINTER GARDEN Co.*

[V. Williams J. [1892] 3 Ch. 174]

COMPANY—WINDING-UP—PRACTICE.

Amendment—Misrepresentation in prospectus.

An alleged shareholder in a co. was allowed to amend his statement of claim for rescission, after presentation of a winding-up petition, by enlarging his original allegations of misrepresentation when discovered, but not by adding a new cause of action. *COCKBIDGE v. METROPOLITAN COAL CONSUMERS' ASSOCIATION*

[Kekewich J. [1891] W. N. 132; affirm. by C. A. [1891] W. N. 148]

COMPANY — WINDING-UP — PREFERENTIAL PAYMENTS.

Liability for rates. The test to be applied to ascertain whether a co. in liquidation is liable to payment of rates in full is whether there has been a "beneficial occupation" of the premises within the meaning of the Rating Acts. Therefore, where a liquidator places a caretaker in possession of leaseholds on which are plant, intending to sell the premises and plant, but not to sell the business as a going concern, he must pay in full rates made after the commencement of the winding-up. *In re BLAZER FIRE LIGHTER, LD.*

[V. Williams J. [1895] 1 Ch. 408]

COMPANY — WINDING-UP — PROCEEDINGS AGAINST DELINQUENT OFFICERS.

By the "Companies (Winding-up) Act, 1893" (56 & 57 Vict. c. 58), an order for payment of money under 53 & 54 Vict. c. 63, s. 10, was declared to be a final judgment within 46 & 47 Vict. c. 52, s. 4, sub-s. (1) (g).

— Acts *ultra vires*, but not fraudulent.

See COMPANY—DIRECTORS—Liability.

1. — *Auditors.* Auditors are officers of a co. within s. 10 of the Act of 1890, and if guilty of malfeasance may be made liable in proceedings under that section. *In re LONDON AND GENERAL BANK (No. 2)* — C. A. [1895] 2 Ch. 168

2. — *Auditors—"Officer of company."* (A) In the case of a banking co., where the auditors are appointed under s. 7 of the Companies Act, 1879, and spoken of as officers of the co. in the articles. Although it is not the duty of the auditors of a company, appointed under the Act of 1879, to

COMPANY — WINDING-UP — PROCEEDINGS AGAINST DELINQUENT OFFICERS—contd.

consider whether its business is prudently or imprudently conducted, it is their duty to consider and report to the shareholders whether the balance-sheet exhibits a correct view of the state of the co.'s affairs, and its true financial position at the audit. They must ascertain this by examining the books of the co., and must take reasonable care that what they certify as to the co.'s financial position is true. And except in very special cases it is their duty to place before the shareholders the necessary information as to the true financial position of the co., and not merely to indicate the means of acquiring it.—An auditor presented a confidential report to the directors calling their attention to the insufficiency of the securities on which the capital of the company was invested, and the difficulty of realizing them, but in his report to the shareholders merely stated that the value of the assets was dependent on realization, and in the result the shareholders were deceived as to the condition of the co., and a dividend was declared out of capital and not out of income:—*Held*, that the auditor had been guilty of malfeasance under s. 10 of the Act of 1890, and was liable to make good the amount of the dividend paid. *In re LONDON AND GENERAL BANK (No. 3)*

[C. A. affirm. V. Williams J. [1895] 2 Ch. 673]

(B) In the case of other companies—Where the audit articles are in substance the same as those of Table A to the Act of 1862, or as those in the above case. *In re KINGSTON COTTON MILL COMPANY (No. 1)* V. Williams J. [1895] W. N. 138; [affirm. by C. A. [1895] W. N. 150 (2)]

3. — *Costs—Debentures.* Moneys recovered in a winding-up (a) in proceedings under s. 10 of the Companies (Winding-up) Act, 1890, and (b) by calls on contributories, belong to the holders of debentures charging all the undertaking and property of the company, present and future, including its uncalled capital for the time being, and are not, where the total assets are not sufficient to pay the debenture-holders in full, subject to costs directed by the winding-up order to be paid out of the assets of the co.—But, *semble*, that the costs incurred by the liquidator in proceedings under s. 10 must be paid out of the money recovered in those proceedings. *In re ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION. BRABOURNE v. ANGLO-AUSTRIAN PRINTING AND PUBLISHING UNION*

[V. Williams J. [1895] 2 Ch. 891]

4. — *Directors—Presents to directors.* Directors cannot pay themselves for their services or make presents to themselves out of the co.'s assets unless authorized to do so by the instrument regulating the co. or by the shareholders at a properly convened meeting. The assets of an incorporated co., though a private co., are not the property of the shareholders for the time being, and if the directors misapply those assets by applying them to purposes for which they cannot be lawfully applied by the co. itself, the co. upon being properly set in motion can make them liable. *In re GEORGE NEWMAN & Co.*

[C. A. [1895] 1 Ch. 674]

COMPANY—WINDING-UP—PROCEEDINGS AGAINST DELINQUENT OFFICERS—contd.

5. — *Misfeasance.* "Misfeasance" in s. 10 of the Act of 1890 covers every misconduct by an officer of the company, as such, for which he might have been sued apart from the section, and includes the case of auditors, either knowingly or through failure to use reasonable skill and care, certifying accounts containing false statements, provided the direct result is pecuniary damage to the company. Directors are entitled to rely on the certificate of the company's manager as to the value of its stock in trade; but auditors, although it is no part of their duty to take stock, are not entitled to rely on the certificate if an ordinary careful examination of the books ought to have made them suspect the truth of it. *In re KINGSTON COTTON MILL CO.* (No. 2) [V. Williams J. [1895] W. N. 180 (3)]

COMPANY—WINDING-UP—PROOF.

1. — *Amending proof—"Inadvertence."* A creditor, the holder of a direct security, believing it to be collateral security, did not value it, and proved for the full amount of his debt. Before the liquidator was appointed he found out his mistake, and sought to amend his proof by placing a value on his security and retaining the benefit thereof and reducing the amount of his proof:—*Held*, this was an "inadvertence" within the Winding-up Act, 1890, Sch. I. r. 8, and the Court could allow the amendment on terms as to costs. *In re HENRY LISTER & Co. Ex parte HUDDERSFIELD BANKING CO.* North J. [1892] 2 Ch. 417

2. — *Bill of exchange—Expenses.* Drawers of unpaid bills of exchange are entitled to prove for expenses of protest for non-payment of bills, but not for expenses of protest for better security or for commissions paid to their own bankers. *In re ENGLISH BANK OF THE RIVER PLATE. Ex parte BANK OF BRAZIL* Chitty J. [1893] 2 Ch. 438

3. — *Landlord and Tenant—Lease.* Amount of present and future liability under a lease for which the landlord is entitled to prove in the winding-up of the tenant co. discussed in *In re NEW ORIENTAL BANK CORPORATION* (No. 2)

[V. Williams J. [1895] 1 Ch. 753]

4. — *Landlord and Tenant—Rent—Rent due in advance—Apportionment.* S. & Co. let a shop to a co. at a rent payable quarterly, "two quarters' rent to be always due and payable in advance if required." On December 20 the company went into voluntary liquidation, but the liquidator continued to occupy the shop. On December 28 S. & Co. demanded the rent due December 25 and two quarters in advance, and on refusal of payment S. & Co. distrained:—*Held*, that the rent for the December quarter must be apportioned, and that S. & Co. could only prove for the rent accruing up to December 20, but that they were entitled to be paid in full for the rest of the December quarter and for so much of the next two quarters as the liquidator should continue in beneficial occupation, rent during such occupation being paid by him as expenses in the winding-up; but for the remainder of those two quarters they could only prove in the liquidation. *SHACKELL & Co. v. CHORLTON & SONS* - Kekewich J. [1895] 1 Ch. 378

COMPANY—WINDING-UP—PROOF—contd.

5. — *Secured creditor—Realization of assets.* A secured creditor of a co. in liquidation who has exhausted his security without satisfying his debts, is not entitled to apply the proceeds of the security in payment, first, of interest subsequent to the winding-up, and then in reduction of principal. He can only prove for the balance due to him for principal and interest at the date of the winding-up after deducting the amount received on realizing the security. He is entitled to set off profit realized since the winding-up against interest accrued during the same period. *In re LONDON, WINDSOR, AND GREENWICH HOTELS CO. QUANTERMAINE'S CLAIM* - Stirling J. [1899] 1 Ch. 639

6. — *Set-off—Costs.* A liquidator may examine into a debt owed to the co. by a person claiming to prove in order to arrive at the amount of, if any, proof to be admitted. In this case the liquidator was directed to admit the proof with liberty to apply to have it expunged if so advised. Costs of appeal from rejection of proof, but not of the proof, granted to applicants out of the assets. *In re NATIONAL WHOLEMEAL BREAD AND BISCUIT CO. Ex parte BAINES* (No. 2)

[V. Williams J. [1892] 2 Ch. 457]

7. — *Work done partly before winding-up—Accountant.* A claim by accountants for work done partly before and partly after the commencement of winding-up considered. *In re CANADIAN PACIFIC COLONIZATION CO.* - Stirling J. [1891] W. N. 122

COMPANY—WINDING-UP—RECONSTRUCTION.

1. — *Preferred and ordinary shareholders, rights of.* A co. with ordinary shareholders and shareholders preferred as to income only went into voluntary liquidation for the purpose of reconstruction. By a resolution under s. 161 of the Act of 1862, preference shares in the new co. were allotted to the old preference shareholders:—*Held*, that the resolution was invalid, for upon a winding-up taking place, preference and ordinary shareholders stood on an equal footing, and it was not competent for a majority of shareholders, under s. 161, to give a benefit to one class of shareholders over the other. *SIMPSON v. PALACE THEATRE, LD.*

[Kekewich J. [1893] W. N. 91]

2. — *Reasonable notice.* The S. Co. was being wound-up voluntarily. T., a shareholder, had changed his address without notice to the co. In a scheme to reconstruct the co. shares in the new co. with a certain sum paid up were to be offered to the shareholders. The liquidator posted on April 17 notices to the effect that shareholders must exercise their option by April 25: this was subsequently extended to April 28. The new co. was registered on April 28, but the agreement relating to the shares was not entered into till May 3. The agreement did not limit the time within which the old shareholders were to apply for shares. T. did not know of what was occurring till May 5. On May 7 he called at the co.'s office and applied for his shares, but was told he was too late:—*Held*, that the liquidator had been too quick, that fresh notices should have been sent to the shareholders after

COMPANY — WINDING-UP — RECONSTRUCTION—continued.

May 3, and that T. was entitled to the shares, or, if that was impossible, to damages. *In re SOUTH AUSTRALIAN PETROLEUM FIELDS, LD.*

[V. Williams J. [1894] W. N. 189]

COMPANY — WINDING-UP — REPORTS AND RETURNS.

Board of Trade Reports, col. 191.

Receipts and Expenditure, col. 191.

Report of the Inter-Departmental Committee as to the Limits of Action of the Bd. of Trade as regards the Liquidation of Companies under the Act of 1890, with Appendix and Evidence. Parl. Paper, 1893-4 [C. 7321] LXXXI. 219. Price 9d.

Board of Trade Reports.

The 1st to 4th Reports of the Bd. of Trade under s. 29 of the Companies (Winding-up) Act, 1890, being the Reports for the years 1891-1895, are published as follows:—

Report.	Year.	Reference to Parl. Paper in which Return is published.				
		Session.	Number at foot of Paper.	Vol.	Page.	Price.
4th	1895	{ 1895 } { Sess. 2 }	453			d. 8½
3rd	1894	1894	305	77	181	9
2nd	1892	1893-4	516	81	145	7
1st	1891	1893-4	159	81	83	6

Receipts and Expenditure.

Accounts shewing the Receipts and Expenditure on account of proceedings under the Companies (Winding-up) Act, 1890, during the years ending respectively March 31st, 1892, 1893, 1894, and 1895, are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1895	1895	875			d. ½
1894	1894	263	77	223	½
1893	1893	397	81	215	½
1892	1892	351	72	85	½

During the years 1891-1895 the winding-up notices from the London Gazette of each Friday and Tuesday have been reprinted in the Weekly Notes of the following Saturday. In future years this reprinting will be discontinued.

COMPANY — WINDING-UP — RULES AND ORDERS.

For list of Rules and Orders issued (as to procedure and fees), see "Table of Rules and Orders Issued," p. ccxlix.

1. — *Application of Act.*] The Companies (Winding-up) Act, 1890, applies to a co. which

COMPANY — WINDING-UP — RULES AND ORDERS—continued.

has not a registered office in England, but has carried on business there. *In re MERCANTILE BANK OF AUSTRALIA* - - [1892] 2 Ch. 204

2. — *Application of Order of Mar. 26, 1892.*] (A) Statement by Chitty J. that the order would come into effect as from May 14, 1892, in every case, unless the judge should think fit to retain any particular case under r. 1 of the Companies (Winding-up) Rules, 1892 - - Chitty J. [1892] W. N. 77

(B.) The effect of the order explained by Chitty J. The order does not relate to petitions for the reduction of capital, or to petitions for altering memorandums of association. *In re ISLINGTON AND GENERAL ELECTRIC SUPPLY* [Chitty J. [1892] W. N. 81]

COMPANY — WINDING-UP — SCHEME OF ARRANGEMENT.

1. — *Delinquent directors—Provision in scheme for costs of proceedings against.*] In future any scheme under the Joint Stock Companies Arrangement Act, 1870, must provide that the new co. should undertake to obey the order of the Court as to any proceedings (including the application of part of the assets of the old co. to the costs thereof) which the Court might think right to have taken against officers of the old co.

[V. Williams J. [1894] W. N. 166]

2. — *Dissentient creditors—Sanction of Court.*] Where there is nothing unreasonable or unfair in the scheme as between different classes of creditors, the Court will defer to the expressed opinion of the majority of the creditors. *In re ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK* [C. A. affirm. V. Williams J. [1893] 3 Ch. 385]

3. — *Dissentient debenture-holders—Sanction of Court.*] The power given by the Joint Stock Companies Arrangement Act, 1870, s. 2, to sanction a scheme of arrangement between a co. in liquidation and its creditors extends to debenture-holders and other secured creditors, and enables the Court to sanction a scheme, although it deprives debenture-holders of their security wholly or in part. Considerations for the Court before sanctioning such a scheme. *In re ALABAMA, NEW ORLEANS, TEXAS AND PACIFIC JUNCTION RAILWAY CO.* - - C. A. affirm. North J. [1891] 1 Ch. 213

4. — *Effect on guarantee for debt of company—Preserving liability of old shareholders.*] X. deposited a sum with a bank and insured his deposit with an insurance corporation. Subsequently the bank was wound up. A scheme was framed containing no provision that sureties should not be released. It provided for the formation of a new co. to take over the business and most of the liabilities of the old co. The remaining liability of £20 on the shares was to be called up immediately, but every shareholder in the old co. was entitled to apply for shares in the new co. equal in number to his old shares and credited with £15 paid up, and was to be indemnified by the new co. against any calls on the old shares:—*Held*, that (i.) it was unnecessary and would not be right to introduce a reservation of rights against sureties, when a scheme was sanctioned

COMPANY — WINDING-UP — SCHEME OF ARRANGEMENT—continued.

by, or under the supervision of, the Court; (ii.) it was unnecessary to insert in the order sanctioning the scheme words expressly staying actions or discharging contributories from further liability; (iii.) the Court would insist on the insertion of provisions preserving the liability of shareholders in the old co. in the memorandum and articles of the new co. *In re LONDON CHARTERED BANK OF AUSTRALIA*

[V. Williams J. [1893] 3 Ch. 540]

5. — *Proxies—Agent named in paper.*] Proxy papers in which the agent is named are not irregular. *In re ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK*

[C. A. affirm. V. Williams J. [1893] 3 Ch. 385]

6. — *Proxies—Creditors abroad.*] Where there is only one liquidation, every creditor, wherever residing, is entitled to be heard thereat, but *semble*, that where there are several liquidations in different countries, only the creditors in each country may be entitled to a hearing in such country. *In re QUEENSLAND NATIONAL BANK*

[V. Williams J. [1893] W. N. 128]

7. — *Proxies—Creditors abroad.*] The Court is not bound to follow the general practice of producing proxies at meetings, when the result of so doing would be to defeat the scheme, and may act on a foreign telegram as evidence of proxy voting abroad. *In re ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK*

[C. A. affirm. V. Williams J. [1893] 3 Ch. 385]

8. — *Proxies—Stamp.*] Proxies in which the day of meeting is not named are good if stamped with a 10s. stamp within thirty days of being received in England under s. 15, sub-s. 3, of the Stamp Act, 1891. *In re ENGLISH, SCOTTISH AND AUSTRALIAN CHARTERED BANK*

[C. A. affirm. V. Williams J. [1893] 3 Ch. 385]

— *Right of appeal.*

See PRACTICE — APPEAL — Appeals to Court of Appeal. 3.

9. — *Transfer to new company—Contingent liability.*] A. transferred the lease of mines to the B. Co., which agreed to indemnify A. thereunder. The B. Co. went into liquidation, and a scheme was duly approved under which the C. Co. was to take over the assets and liabilities of the B. Co., and to pay the unsecured creditors. A took out a summons in the winding-up, to have a sum deposited to meet his contingent liability for rents, &c. :—*Held*, by C. A., affirm. Wright J., that A. was bound by the scheme. *Smble*, by Wright J., that A. could compel the C. Co. to indemnify him as from time to time he might be called on to pay anything under the leases; but the C. Co. not being a party, A.'s rights against it could not be declared. *Quere*, per C. A., whether A. would have been entitled, apart from the scheme, to have the assets of the B. Co. impounded to meet his contingent liability under the leases. *In re MIDLAND COAL COKE AND IRON CO. CRAIG'S CLAIM* — C. A. affirm. Wright J. [1896] 1 Ch. 267

[As to the last point, see *re NEW ORIENTAL BANK CORPORATION* (No. 2), V. Williams J. [1896] 1 Ch. 753.]

COMPANY—WINDING-UP—SET-OFF.

Rent—Option to purchase assets—Damages for breach of contract—Mutual credits.] The K. Co. held coal mines, &c., under a lease, which provided that at the determination of the term the lessors should have an option to purchase certain plant, &c., at a valuation. In Feb., 1891, the co. went into voluntary liquidation which was continued under supervision. In Dec., 1892, the lessors obtained an order allowing them to distrain for rent accrued since the liquidation, and to re-enter. They distrained and re-entered, but an order was made by consent that the distress should be withdrawn and a valuation should be made of such plant as the lessors were entitled to buy, any question as to set-off to be determined by the Court. The lessors claimed to set off damages for breaches of covenant as to working the coal :—*Held*, that the lessors had no right to the plant at the date of winding-up; their right arose when they exercised their option; so that the rules as to mutual dealings and set-off did not apply. That the landlord's right to preference only included what could be distrained for, and not damages for breach of covenant; therefore the lessors could only set off rent accrued since the liquidation. *In re KINGSGROVE STEEL AND IRON CO.* Chitty J. [1894] W. N. 25

— *Unpaid calls against debentures and directors' fees.*

See COMPANY—CALLS. 4, 5.

COMPANY — WINDING-UP — STAY OF PROCEEDINGS.

1. — *Execution.*] Notwithstanding the Companies (Winding-up) Act, 1890, ss. 2, 32, and the L. Chanc.'s Order of Nov. 29, application to stay proceedings must be made to the Court in which the action is pending, and not to the Court having jurisdiction over the winding-up. *In re GENERAL SERVICE CO-OPERATIVE STORES* — C. A. affirm. [Kekewich J. [1891] 1 Ch. 496]

2. — *Execution—Company domiciled in Scotland.*] The Court refused to stay execution pending an appeal against a co. domiciled in Scotland, on the ground that an order of the C. A. would be enforceable in Scotland under s. 122 of the Companies Act, 1862. *In re QUEENSLAND MERCANTILE AND AGENCY CO. Ex parte UNION BANK OF AUSTRALIA* (No. 2) — North J. [1891] W. N. 132

3. — *Scottish action—Invalidity—Relation back.*] Proceedings were allowed to be continued in a Scottish action founded on arrestments made previous to the liquidation on certain bills of exchange drawn by the co., although there was evidence that the arrestments had been obtained by means of a mis-statement and were in fact invalid, the Court holding that it was bound to treat the arrestments as valid until they were recalled by the Scottish Courts. *Relation back* of title considered. *In re WEST CUMBERLAND IRON AND STEEL CO.* V. Williams J. [1893] 1 Ch. 713

COMPANY — WINDING-UP — SUPERVISION ORDER.

— *Power of Court to order examination of witnesses.*

See COMPANY—WINDING-UP—EXAMINATION OF WITNESSES. 4.

COMPANY—WINDING-UP—UNDISTRIBUTED ASSETS.

Payment into company's liquidation account. [Sect. 15 of the Companies (Winding-up) Act, 1890, is not limited to compulsory windings-ups.]

Therefore in the case of (a) a co. being wound up under supervision, or (b) a co. being wound up voluntarily, the liquidator may be required by the Bd. of Trade to pay undistributed assets into the co.'s liquidation account. *In re STOCK AND SHARE AUCTION AND BANKING CO. In re SPIRAL WOOD CUTTING CO.* - V. Williams J. [1894] 1 Ch. 736

COMPANY—WINDING-UP—UNREGISTERED COMPANY.

"More than seven members"—*Res judicata.* [An unregistered co. cannot be wound up under s. 199 of the Companies Act, 1862, unless there are more than seven existing members at the time of the winding-up petition. The representatives of deceased members, trustees of bankrupt members or past members are not members in this sense. A winding-up order is not a judgment *in rem*, and if made improperly is not binding on strangers. *In re BOWLING AND WELBY'S CONTRACT* - C. A. affirm. Stirling J. [1895] 1 Ch. 663]

COMPANY—WINDING-UP—VOLUNTARY WINDING-UP.

1. — *Compulsory order—Rights of majority.* [The Court will order a compulsory winding-up notwithstanding a resolution for voluntary liquidation passed by a majority of the shareholders if the Court is satisfied that the substratum of the co. is gone, and that the resolution was not properly obtained, e.g., by the preponderating influence of one shareholder, and that there are matters requiring investigation. *In re VARIETIES, LD.* - V. Williams J. [1893] 2 Ch. 235]

2. — *Compulsory order, right of creditor to.* [Notwithstanding the powers conferred upon the Court by the Companies (Winding-up) Act, 1890, a creditor is not entitled to an order for the compulsory winding-up of a co. which has resolved to wind up voluntarily, unless he can shew, as provided by s. 145 of the Companies Act, 1862, that his rights will be prejudiced by the voluntary winding-up. *In re RUSSELL, CORDNER & CO.* [North J. [1891] 3 Ch. 171]

3. — *Compulsory or supervision order—Second petition.* [Although s. 8 of the Companies (Winding-up) Act, 1890, enlarges the jurisdiction of the Court as to compulsory orders, yet a shareholder who differs from the majority must still allege and prove grounds for supposing that he will derive substantial benefit from the compulsory order before the Court will grant it, on his petition, against the wishes of the majority. A shareholder who presents a petition after notice of another petition must prove proper independent grounds, or he will be cast in costs. *In re DORÉ GALLERY, LD.* [North J. [1891] W. N. 98]

4. — *Contributory—Application for declaration of liability.* [If a liquidator believes that a shareholder is liable to be put on the list of contributories (e.g., in respect of qualifying shares), the proper course is to put the shareholder on the

COMPANY—WINDING-UP—VOLUNTARY WINDING-UP—continued.

list as a contributory, leaving him to his remedies under s. 133, sub-s. 8, of the Act of 1862; the liquidator should not apply under s. 138 for a declaration of liability and an order to direct payment of the amount found due. *In re CORNWALL BRICK, TILE, AND TERRA COTTA CO.*

[V. Williams J. [1893] W. N. 9]

5. — *Debt incurred after commencement of winding-up.* (A) There is no jurisdiction to make a supervision order on the petition of creditors whose debt has been incurred after the commencement of the winding-up, although the agreement under which the debt has arisen and the voluntary liquidation form part of one scheme. *In re BANK OF SOUTH AUSTRALIA (No. 1).* [1894] 3 Ch. 722

[But see next case.]

(B) A debt due from a co. under an agreement between it and its voluntary liquidators and another person is sufficient to support a petition by that person for the winding up of the co. by the Court. *In re BANK OF SOUTH AUSTRALIA (No. 2).* [C. A. [1895] 1 Ch. 678]

6. — *Injunction against.* The pltf. claimed that the co. had, by an agreement with him, contracted itself out of its statutory right to wind up voluntarily, and applied for an injunction—Application refused, on the ground that no case had been made out which would justify the Court in restraining the co. from exercising their statutory power under s. 129 of the Companies Act, 1862. *ELLIS v. DADSON AND F. A. ELLIS & CO.* - Chitty J. [1891] W. N. 43

7. — *Execution—Stay of proceedings.* [Where the goods of a co. have been taken in execution after the passing of the resolution for voluntary winding-up, the Court has jurisdiction to stay further proceedings on the execution. *WESTBURY v. TWIGG & CO. GREGSON, CLAIMANT*

[Div. Ct. [1893] 1 Q. B. 77]

8. — *Powers of directors—Calls.* [A general meeting of a co. in voluntary liquidation held under s. 199 of the Act of 1862 has power to elect directors, and to sanction the exercise by them of the power of enforcing calls, and selling, transferring, and forfeiting shares contained in the articles of association. *In re FAIRBAIRN ENGINEERING CO. LADD'S CASE*

[North J. [1893] 3 Ch. 450]

—*Reconstruction of company.*

See COMPANY—WINDING-UP—RECONSTRUCTION.

9. — *Scottish sequestration—Rent—Leave to proceed.* [The Court set aside a Scotch sequestration (in the nature of distress for rent) as coming within s. 163 of the Companies Act, 1862, but gave leave to proceed with the sequestration under s. 78 on terms.—Scottish landlord's right of hypothec considered. *In re WANZEL, LD.*

[North J. [1891] 1 Ch. 305]

—*Staying action against company—Costs.*

See PRACTICE—COSTS—Discretion of Court. 8.

10. — *Supervision order—Costs—Priority.* [The rule whereby the costs of the petitioning

COMPANY — WINDING-UP — VOLUNTARY WINDING-UP—continued.

creditor have priority apply as much to a winding-up under supervision under s. 114 of the Companies Act, 1862, as to a compulsory one under s. 110, but does not extend to costs of the liquidator incurred previously to the supervision order. *In re NEW YORK EXCHANGE, LD.*

[*Kekewich J. [1893] 1 Ch. 171*

11. — *Supervision order—Monthly report to Court.*] An order continuing voluntary winding-up of a company under supervision of the Court was made containing a direction that liquidator should once a month report in writing to the registrar as to the progress of the liquidation and the realization of the assets. *In re PRITCHARD, OFFOR & CO. V. Williams J. [1893] W. N. 153*

— *Supervision order—Costs.*

See **COMPANY—WINDING-UP—COSTS.** 8—10.

12. — *Voluntary liquidator—Board of Trade—Companies (Winding-up) Act, 1890, s. 15.*] The Bd. of Trade can enforce the provisions of s. 15 of the Act of 1890 against liquidators, not only in a winding-up by order of the Court, but also in a voluntary winding-up whether under supervision or not. *In re STOCK AND SHARE AUCTION AND BANKING CO. In re SPIRAL WOOD CUTTING CO. In re HULL LAND AND PROPERTY INVESTMENT CO. V. Williams J. [1894] 1 Ch. 736*

"COMPANY INCORPORATED BY STATUTE."

A co. incorporated by charter under a special Act of Parl. is "a co. incorporated by Act of Parl." within those words in an investment clause, for the co. owes its creation to the joint effect of the charter and the Act. *ELVE v. BOYTON*

[*C. A. [1891] 1 Ch. 501*

"COMPARATIVE COST AND CONVENIENCE."

See **PRACTICE—SERVICE—Out of the Jurisdiction.** 26.

COMPENSATION.

— under **AGRICULTURAL HOLDINGS ACT.**

See **PROHIBITION.** 3.

— under a **JAMAICA ACT.**

See **JAMAICA—Law of Jamaica.** 2.

— for **IMPROVEMENTS.**

See **LANDLORD AND TENANT—LEASE.** 1, 2, 3.

— under **LANDS CLAUSES ACTS.**

See **LAND—Acquisition, &c.**

— for **MINERALS** wrongfully gotten.

See **MINES AND MINERALS—Working.** 15.

— under **PUBLIC HEALTH ACTS.** 1

See **NUISANCE—What amounts to.** 16.

— under **RAILWAY CLAUSES ACTS.**

See **RAILWAY—RAILWAY CLAUSES ACTS.**

COMPOUND.

See **POISON.** 3.

COMPROMISE.

See **COMPANY—DEBENTURE.** 25, 26.

PRACTICE—COMPROMISE.

— *Judgment on.*

See **BANKRUPTCY—RECEIVING ORDER.** 3 (A).

— *Material fact not disclosed.*

See **SPECIFIC PERFORMANCE.** 2.

COMPROMISE—continued.

Mistake—Client and counsel—Statement of counsel.] Where, acting upon general instructions given by a client to compromise a litigation, counsel consents to a compromise under a misapprehension, such as where, intending to concede one thing, he inadvertently concedes another, or where counsel on both sides are not ad idem, neither the counsel nor the client is bound by the compromise, and the Court will set it aside.—Upon the question of the extent of the authority given by a client to his counsel to compromise litigation to which the client is a party, the Court will accept the statement of counsel if made from his place at the bar, without requiring it to be made on oath. *HICKMAN v. BERENS*

[*C. A. [1895] 2 Ch. 638*

COMPULSION OF LAW.

See **MISTAKE.** 2.

COMPULSORY PILOTAGE.

See **SHIP—PILOTAGE—Compulsory Pilotage.**

COMPULSORY POWERS.

— of **water company.**

See **WATER—Supply under Waterworks Clauses Act.** 2.

COMPULSORY PURCHASE.

— of **Lands.**

See **LAND—Acquisition, &c.**

RAILWAY—RAILWAYS CLAUSES ACT.

— of **Tramway.**

See **TRAMWAY COMPANY.** 1, 2.

— of **Water Company.**

See **WATER—Supply under Waterworks Clauses Act.** 3.

CONGEALED FRAUD.

— *Effect of.*

See **LIMITATIONS, STATUTE OF.** 13—15.

CONCURRENCE.

— of **Husband to wife's deed.**

See **MARRIED WOMAN—PROPERTY—Conveyance.** 1.

CONCURRENT WRIT.

See **PRACTICE—SERVICE—Out of the Jurisdiction.** 13.

CONDITION

— in **Bill of Sale.**

See **BILL OF SALE—STATUTORY FORM—Condition.**

— in **Will.**

See **WILL—CONDITION.**

CONDITION PRECEDENT.

See **APPRENTICE.** 1.

INSURANCE (FIRE).

SHIP—BILL OF LADING—Condition Precedent.

— as to **reference to Arbitration.**

See **ARBITRATION—Staying Actions.**

CONDITIONS OF SALE.

See **VENDOR AND PURCHASER—Conditions of Sale.**

CONDONATION.

See **DIVORCE—CONDONATION.**

CONDUCT OF ACTION.

See **SHIP—ADMIRALTY PRACTICE—Salvage.** 6.

CONDUCT OF SALE.

See MORTGAGE—SALE. 1, 2.

CONDUCT MONEY.

See PRACTICE—EVIDENCE. 22.

CONFESSION.

— Admissibility as evidence.

See CRIMINAL LAW—EVIDENCE. 3.

CONFESSION OF DEFENCE.

See PRACTICE—PLEADING—Defence. 1.

CONFLICT OF EVIDENCE.

See PRACTICE—NEW TRIAL. 4, 5.

CONFLICT OF LAWS.

— *Bankruptcy*—Judgment creditor's receiving order—Priority over foreign liquidation
See PRACTICE—RECEIVER—Equitable Execution. 8.

— under *Bills of Exchange Act*, 1882, s. 72.

See BILL OF EXCHANGE. 17.

1. — *Contract—Locus solutionis—English or Scotch contract.*] In a contract between persons living in different countries under different systems of law, it is a question in each case by what law the parties intended that their rights either under the whole or any part of the contract was to be interpreted. A contract between A., a Scotch distiller, and B., a merchant in London, was made in E., but was to be performed in S. It contained an arbitration clause for reference to two members of the London Corn Exchange or their umpire:—*Held*, that the law of E., and not that of S., applied to the arbitration clause, and made it obligatory. *HAMLIN & CO. v. TALISKER DISTILLERY* - H. L. (S.) [1894] A. C. 202

2. — *Debentures—Priority—Arrestment.*] A Queensland co. issued debentures charged on uncalled capital, but did not, as was necessary to give priority in Scottish law, communicate the charge to the shareholders. Subsequently a Scottish co., in an action against the Queensland co., obtained an "arrestment" of all unpaid calls due from Scottish shareholders:—*Held*, that, with regard to the Scottish property, the Scottish law prevailed, and that the Scottish company's arrestment gave them priority over the debenture-holders. *In re QUEENSLAND MERCANTILE AND AGENCY CO. Ex parte AUSTRALASIAN INVESTMENT CO. Ex parte THE UNION BANK OF AUSTRALIA* [North J. [1891] 1 Ch. 536; [affirm. by C. A. [1892] 1 Ch. 219]

— *Divorce.*

See DIVORCE—JURISDICTION. 1, 3.

— *between Federal and Provincial powers.*

See CANADA—LAW OF CANADA—Dominion and Constitutional Law, *passim*.

3. — *Foreign power of attorney.*] Question whether a power of attorney was to be governed by foreign or English law:—*Held*, that expert evidence must be given as to whether the giver of the power intended it to be acted on in E.; and that if he so intended, the extent of the authority, so far as transactions in E. were concerned, must be determined by English law. *CHATENAY v. BRAZILIAN SUBMARINE TELEGRAPH CO., LD.* - C. A. [1891] 1 Q. B. 79

CONFLICT OF LAWS—continued.

— *Jurisdiction of American Courts to dissolve marriage of an Englishman domiciled in this country.*

See DIVORCE—JURISDICTION. 3.

4. — *Mortmain—Gift of money by colonial will to be invested in land in England.*] The validity of a gift by a colonial will made by a person domiciled in the colony of money to be invested in land in England depends on the colonial law and not on the English Mortmain Acts. *CANTERBURY CORPORATION v. WYBURN*

[J. C. [1895] A. C. 89]

5. — *Moveable fund in Scotland—Parties domiciled in England.*] A question between domiciled English parties as to the title to a moveable fund situated in Scotland is generally a question of English law. *NORTH WESTERN BANK v. POYNTER (JOHN), SON AND MACDONALDS*

[H. L. (S.) [1895] A. C. 56]

6. — *Penal law—Enforcing in foreign state—Interpretation of law.*] By a law of the State of New York penalties were inflicted on debtors for "misrepresentation." The penalties were paid to the creditors in satisfaction *pro tanto* of their debt. The New York Courts had decided that actions for these penalties were criminal actions. An action was brought in an Ontario Court upon a judgment of a New York Court under this statute:—*Held*, that these actions, being by a subject to enforce in his own interest a liability for the protection of his private rights, were remedial and not penal within the rule of international law which prohibits the Courts of one state from executing the penal laws of another state:—*Held*, also, that it was the duty of the Ontario Court to decide whether the New York statute was remedial or fully penal, and that it was not bound by the interpretation of the New York Courts. *HUNTINGTON v. ATTRILL*

[J. C. [1893] A. C. 150]

7. — *Right to question validity of decree—Scotch action.*] Prior to the liquidation of a co. an action was brought in Scotland founded on arrestments made on bills of exchange. There was evidence that the arrestments had been obtained by mis-statements and were in fact invalid:—*Held*, that the Court was bound to treat them as valid until recalled by the Scotch Courts. *In re WEST CUMBERLAND IRON AND STEEL CO.*

[V. Williams J. [1893] 1 Ch. 713]

8. — *Superstitious uses.*] A domiciled Englishman gave a legacy to a Jesuit College in Victoria to be spent in masses for the souls of himself and wife. The gift was valid by the law of Victoria:—*Held*, that English law applied and the gift was void. *In re ELLIOTT. ELLIOTT v. ELLIOTT* - North J. [1891] W. N. 9

CONSENT.

— of Board of Agriculture.

See BOARD OF AGRICULTURE.

— of Charity Commissioners.

See CHARITY—CHARITY COMMISSIONERS. 3, 4, 5.

— Condition on marriage.

See POWER OF APPOINTMENT—CONSTRUCTION. 1.

And see PRACTICE—DECLARATION.

CONSENT ORDER.

See PRACTICE—ORDER BY CONSENT.

— Setting aside.

See MISTAKE. 1.

CONSIDERATION

— for Agreement to release maintenance.

See DIVORCE—ALIMONY—Permanent Maintenance. 1.

— for Bill of sale.

See BILL OF SALE—STATUTORY FORM—Statement of Consideration.

CONSIGNEE.

See SHIP—BILL OF LADING—Consignee.

CONSOLIDATION

— of Bankruptcy proceedings.

See BANKRUPTCY—PRACTICE. 2.

— of Mortgages.

See MORTGAGE—CONSOLIDATION.

— of Salvage actions.

See SHIP—ADMIRALTY PRACTICE—Salvage. 6.

CONSOLS.

— Charging order on.

See MORTGAGE—FORECLOSURE. 11.

— Conversion of—Effect on rent-charge.

See NATIONAL DEBT—Conversion. 2, 3.

— Right of *cestui que trust* to inspect—Search for incumbrances.

See TRUSTEE—DUTIES, &c.—Discretion. 5.

— Transfer—Enforcing order for—Appointment of person to transfer.

See PRACTICE—JUDGMENT AND ORDER—Enforcement.

CONSPIRACY.

1. — *Combination of traders to engross trade.*]

It is not unlawful for traders to combine for the purpose of keeping trade in their own hands, or extending their trade and increasing their profits, so long as they are not actuated by personal malice or by an intention to ruin their rivals, and do not use any unlawful means. *MOGUL STEAMSHIP Co. v. MCGREGOR, GOW & Co.*

[H. L. (E.) [1892] A. C. 25 affirm.

[C. A. 23 Q. B. D. 598

2. — *Conspiracy to injure a person by preventing others from dealing with him—Maliciously procuring breach of contract.*] Collins J. directed the jury that if the defts., members of a trade union, had induced persons to break contracts made with the plff. and not to enter into further contracts with him, although only with the object of compelling the plff. to adhere to the rules of the trade union, there would be malice in point of law, for which the defts. would be liable in damages, and that a malicious conspiracy to prevent persons from entering into contracts with another, made to injure him in the exercise of his lawful business, if followed by damage, was actionable:—*Held*, that the directions were right. The right of action for maliciously procuring a breach of contract is not confined to contracts in the nature of personal service. *TEMPERTON v. RUSSELL* (No. 2) — C. A. [1893] 1 Q. B. 715

[And see *FLOOD v. JACKSON*, C. A. [1895] 2 Q. B. 21]

CONSTABLE.

— Report.

See DEFAMATION—LIBEL. 15.

— Supplying drink to constable on duty.

See INTOXICATING LIQUORS—Offences. 5.

CONSTRUCTION.

— of Bill of Lading.

See SHIP—BILL OF LADING.

— of Contract.

See CONTRACT—Construction.

— of Deed.

See DEED—Construction.

— of Power of appointment.

See POWER OF APPOINTMENT—Construction.

— of Rules and Orders.

See "Table of Rules judicially considered," at p. ccxxxv.

— of Settlement.

See SETTLEMENT—Construction.

— of Statutes.

See STATUTES (INTERPRETATION).

"Table of Statutes judicially considered," at p. clxxxix.

— Will—General principles.

See WILL—CONSTRUCTION. And as to special matters, see WILL, *passim*.

— of particular Words and Phrases.

See cross-references under WORDS.

CONSTRUCTIVE NOTICE.

See MORTGAGE—REDEMPTION. 3.

CONSTRUCTIVE RESIDENCE.

See POOR—Settlement. 1.

CONSTRUCTIVE TRUST.

See TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 13, 14.

CONSULAR COURT.

— Powers and jurisdiction.

See FOREIGN JURISDICTION.

CONSULAR FEES.

"The Consular Fees (General) O. in C." dated Aug 18, 1892 — St. B. & O. 1892, p. 66;

[Lond. Gaz. Aug. 22, 1892, p. 4802

"The Consular Fees (China, Japan, and Corea) O. in C. 1892," dated Aug. 18, 1892

[St. B. & O., 1892, p. 96; Lond. Gaz.

[Aug. 22, 1892, p. 4807

[These O. in C. repeal the O. in C. on the same subject of May 9, 1892.]

And see FOREIGN JURISDICTION.

CONSULTATION.

See COMPANY—WINDING-UP—COSTS. 3.

CONTAGIOUS DISEASE.

See ANIMAL.

CONTANGO.

See STOCK EXCHANGE. 4.

CONTEMPT OF COURT.

Return of Persons detained in prison in England and Wales for contempt of Court, &c. Parl. Paper, 1893 (134). Price 1d.

1. — *Camera, Proceedings in.*] It is contempt of Court to publish in a newspaper an account of proceedings which a judge had decided should

CONTEMPT OF COURT—continued.

not be disclosed by determining to hear the case in *privato*. *In re MARTINDALE*

[North J. [1894] 3 Ch. 193

2. — *Circular—Libel—Interlocutory injunction.*] Interference with the course of justice by a party publishing *ex parte* statements is not less contempt of Court because the statements are libellous, or because the party is prepared to justify the libel, or because the libel deals with the merits of the action. Therefore the issuing by a party of a libellous circular commenting on the merits of an action will be restrained by interlocutory injunction. But the issue of a circular containing a warning merely and no comment on a pending action is not a contempt. *COATS (J. & P.) v. CHADWICK* — *Chitty J.* [1894] 1 Ch. 347

— *County Court*—“*Matter*.”

See *COUNTY COURT*—*Appeal*. 2.

3. — *Discretion—Trustee.*] In exercise of its discretion (under the Debtors Act, 1878), the Court refused to grant a writ of attachment against a trustee who had disobeyed an order to pay into Court the amount of misapplied trust money where the trustee had received no personal benefit from the breach of trust and was unable to pay. *AYLESFORD (EARL OF) v. EARL POULETT*

[North J. [1892] 2 Ch. 60

— *Divorce Court*.

See *DIVORCE*—*Costs*. 1, 2.

4. — *Pardon.*] The prerogative of pardon extends to the remission of a sentence of a purely punitive character for contempt of Court. *In re A SPECIAL REFERENCE FROM THE BAHAMA ISLANDS* — — *J. C.* [1893] A. C. 138

5. — *Privilege of Parliament.*] (A) Motion to commit a member of Parl. for refusing to submit to examination touching a bankrupt's affairs:—*Held*, that the member was protected by his privilege from attachment. That the order for committal was not punitive in its nature, but a civil process to enforce obedience to the order of the Court, and that against all merely civil process the privilege protected. *In re ARMSTRONG. Ex parte LINDSEY V. WILLIAMS J.* [1892] 1 Q. B. 327

(B) *Quere*, whether a defaulting trustee, being a peer of the realm, is privileged from arrest under a writ of attachment. *AYLESFORD (EARL OF) v. EARL POULETT* North J. [1892] 2 Ch. 60

6. — *Witnesses, Interfering with.*] (A) Two persons, interested in an action wrote to persons whom they knew would probably be called as witnesses making charges against parties to the action:—*Held*, that this was a contempt of Court. *WELBY v. STILL* — *Kekewich J.* [1892] W. N. 6

(B) Party committed for attempting to intimidate witness. *BROMILOW v. PHILLIPS*

[North J. [1891] W. N. 209

And see *PRACTICE*—*ATTACHMENT*.

CONTINGENT INTEREST.

— *Maintenance of infants, having.*

See *INFANT*—*Maintenance*. 4—7.

— *Stamps, on settlement of.*

See *STAMPS*. 10.

Woman past child-bearing.] A. was absolutely entitled to personality in the event of B., a woman of 70, not having issue:—*Held*, that the Court

CONTINGENT INTEREST—continued.

might authorize the current income and accumulations to be paid to A. *In re LOWMAN. DEVENISH v. PESTER (No. 2)* — *C. A.* [1895] 2 Ch. 348

CONTINGENT LEGACY.

See *WILL*—*LEGACY*. 3.

CONTINGENT REMAINDER.

See *WILL*—*ABSOLUTE GIFT*. 2; *WILL*—*CONTINGENT REMAINDER*.

1. — *Equitable Estate—Intestacy—Incomes.*] An equitable contingent remainder created before 40 & 41 Vict. c. 33, which becomes clothed with the legal estate after the passing of the Act, is not defeated by the failure of the prior life interest; nor would it have been defeated by becoming clothed with the legal estate if the Act had not been passed. *In re FREME. FREME v. LOGAN (No. 1)* — *North J.* [1891] 3 Ch. 167

2. — *Gift to devisees as joint tenants with remainder to the survivor of them his heirs and assigns for ever.*] A devise to seven persons “as joint tenants and not as tenants in common and to the survivor or longest liver of them, his or her heirs and assigns for ever,” constitutes the seven devisees joint tenants for life with a contingent remainder over in fee to the ultimate survivor. *QUARM v. QUARM*

[Div. Ct. [1892] 1 Q. B. 184

CONTINUING CAUSE OF ACTION.

See *PRACTICE*—*INQUIRY*. 1.

CONTINUING OFFENCE.

See *LONDON COUNTY*—*BUILDINGS*. 14.

CONTINUOUS OCCUPATION.

See *PARLIAMENTARY, &C., REGISTRATION*—*Claim*. 7.

CONTRACT.

Action founded on, col. 204.

Breach, col. 205.

Construction, col. 205.

Determination, col. 206.

Formation, col. 206.

Illegality, col. 207.

Parties, col. 208.

Performance, col. 208.

Personal, col. 208.

Rescission, col. 208.

Sub-contract, col. 209.

Action founded on.

Personal injury—Negligence.] An action by a passenger against a railway co. for personal injuries caused by the negligence of the co.'s servants is founded on tort and not on contract.

(A) even though the passenger has taken a ticket. *TAYLOR v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY C. A.* [1895] 1 Q. B. 134

(B) or though the negligence is an act of omission or misfeasance. *KELLY v. METROPOLITAN RAILWAY* — — *C. A.* [1895] 1 Q. B. 944

— *Action impeaching.*

See *ARBITRATION*—*Staying Proceedings*. 2.

— *Affecting land—Covenant to repair.*

See *PRACTICE*—*SERVICE*—*Out of Jurisdiction*. 14.

CONTRACT—Action founded on—continued.

— of Carriage.

See CARRIER.

— for sale of Goods.

See GOODS.

Breach.

1. — *Contract to advance money.*] By a mortgage deed A. agreed to make further advances to P. P. assigned his right under this deed to B., who gave notice to A. In forgetfulness of this notice A. made a further advance to P.:—*Held*, that no action lies for breach of a contract to lend money unless the contract binds some money or fund. *WESTERN WAGON AND PROPERTY CO. v. WEST CHITTY J.* [1892] 1 Ch. 271

2. — *Contract of Personal service—Remedy.*] Where a manager agreed to give during a specified term his whole time to the management of the plttf.'s business, but without negatively contracting not to serve any one else:—*Held*, that the Court would not grant an injunction restraining the manager from giving part of his time to a rival co. *WHITWOOD CHEMICAL CO. v. HARDMAN* — C. A. revers. *Kekewich J.* [1891] 2 Ch. 416

3. — *Maliciously procuring—Trade union—Right of action.*] The right of action for maliciously procuring a breach of contract is not confined to contracts in the nature of contracts of personal service:—*Held*, therefore, that persons, members of a trade union, who had induced traders to break their contracts with the plttf., with the object of compelling the plttf. to comply with the rules of the trade union, were liable to him in damages. *TEMPERTON v. RUSSELL* (No. 2) [Div. Ct. [1893] 1 Q. B. 715

4. — *Maliciously procuring discharge of servant—Right of action.*] An action will lie against a person who maliciously induces a master to discharge a servant if injury results thereby to the servant, though the discharge does not constitute a breach of the contract of employment. *FLOOD v. JACKSON* C. A. [1895] 2 Q. B. 21

— in consideration of Marriage.

See SETTLEMENT—Construction. 2.

Capacity.— of Company—*Ratification.*

See COMPANY—CONTRACTS.

— of Infant.

See INFANT—CONTRACTS.

— of Lunatic.

See LUNATIC—CONTRACTS.

— of Woman before her Marriage.

See MARRIED WOMAN—PROPERTY—Contract.

Construction.

1. — *Condition precedent—Exchange contracts—Reputation.*] Where bankers contracted with A. to pay in exchange for silver sterling money or its equivalent at certain prices, but at the same time stipulated that the goods in payment for which the silver would be received should be financed through them:—*Held*, that financing the goods was a condition precedent to the contract. But that both parties were reciprocally bound to settle reasonable terms of financing,

CONTRACT—Construction—continued.

and that as the bankers repudiated the obligation, A. was entitled to judgment on the contract. *BANK OF CHINA, JAPAN AND THE STRAITS v. AMERICAN TRADING CO.* J. C. [1894] A. C. 266

2. — *Implied terms—Necessary implication—Agreement for sale of products of a business.*] The defts. agreed to sell to the plttfs. all brewers' grains made by the defts., at the average of the rates charged each year by certain specified firms, from July 10, 1885, until Sept. 30, 1895. In 1890 the defts. sold their business, and in consequence ceased to supply grains to the plttfs.:—*Held*, that a term could not be applied in the contract to the effect that the defts. would not by any voluntary act of their own prevent themselves from continuing the sale of grains to the plttfs. for the period mentioned. *HAMLIN & CO. v. WOOD & CO.* [C. A. revers. *Mathew J.* [1891] 2 Q. B. 488

— of Director of Company.

See COMPANY—DIRECTOR—Contract of Service.

— Entire.

See SOLICITOR—RETAINER. 2.

Determination.

Reasonable notice.] A lady supplying water to a local authority on the same terms as to her tenants, gave three months' notice of her intention to determine the supply:—*Held*, that three months' notice was not sufficient. *HUNLETT GUARDIANS v. INGRAM* North J. [1893] W. N. 61

Formation.

1. — *Advertisement—Fulfilment of conditions—Wager.*] The proprietors of a medical preparation advertised that they would pay £100 to any person who caught influenza after using the preparation in and for a certain manner and period. A person who complied with these conditions caught the influenza:—*Held*, that the above facts established a contract which was neither a contract by way of wagering (8 & 9 Vict. c. 109), nor a policy (14 Geo. 3, c. 48, s. 2), and that the £100 was recoverable. *CARLILL v. CARBOLIC SMOKE BALL CO.* *Hawkins J.* [1893] 2 Q. B. 494; affirm. by C. A. [1893] 1 Q. B. 256

— by District Council.

See DISTRICT COUNCIL—Contracts.

2. — *Letters—Acceptance—Time—Withdrawal of offer.*] Letters accepting an open offer and withdrawing the offer were posted on the same day. The letter of withdrawal was received before the letter of acceptance:—*Held*, nevertheless, that the withdrawal was too late. An offer which is likely to be accepted by letter is accepted when the letter is posted; but a withdrawal of such an offer dates only from the time when the fact of the withdrawal is known to the other party. *HENTHORN v. FRASER*

[C. A. [1892] 2 Ch. 27

3. — *Negotiation by telegram—Acceptance.*] A. telegraphed to B., "Will you sell us B. H. P.? Telegraph lowest cash price." B. telegraphed in reply, "Lowest price for B. H. P. £900." A. telegraphed, "We agree to buy B. H. P. for £900 asked by you." B. did not reply:—*Held*, that there was no contract. The final telegram was not the acceptance of an offer to sell, as there was

CONTRACT—Formation—continued.

no offer to sell, only an offer to buy, the acceptance to which must be express. *HARVEY v. FACEY* - - - J. C. [1893] A. C. 552

Illegality.

1. — *Illegal consideration—Stifling prosecution.* To avoid the prosecution of a relative for misappropriating moneys the plffs. made up the amount misappropriated partly in cash and partly by promissory notes and a deposit of securities:—*Held*, that the promissory notes and the deposit were founded on an illegal consideration and were void. *JONES v. MERIONETHSHIRE PERMANENT BENEFIT BUILDING SOCIETY*

[V. Williams J. [1891] 2 Ch. 537;
[affirm. by C. A. [1892] 1 Ch. 173]

2. — *Illegal consideration—Stifling prosecution.* The secretary of a land society was indebted thereto for moneys used by him in payment of his own debts. His wife by deed charged her property as security for these sums. An action by her to set this deed aside, on the ground that it had been executed under pressure and undue influence and to stifle a prosecution, was dismissed on the ground that though the Court below had decided in her favour, it had not found as a fact that there was any pressure or undue influence, and that the burden of proof of such pressure or influence lay upon the plff. *McCLATCHIE v. HASLAM* - - - C. A. [1891] W. N. 191

3. — *Illegal contract—Purchase of shares—Agreement to buy shares at a fictitious premium—Rigging the market.* An agreement between two or more to purchase shares in order to induce would-be buyers of shares in a company to believe, contrary to the fact, that there was a *bond fide* market for its shares, and that the shares were at a real premium, is an illegal transaction and may be made the subject of an indictment for conspiracy, and no action can be maintained in respect of such agreement or purchase of shares. The Court will take judicial notice of any such criminal conspiracy appearing in the evidence even where the illegality is not pleaded. *SCOTT v. BROWN, DOERING, McNAB & Co. SLAUGHTER & MAY v. BROWN, DOERING, McNAB & Co.*

[C. A. [1892 2] Q. B. 794]

4. — *Illegal stipulation—Validity of other stipulation.* A contract for employment of miners contained a stipulation as to certain deductions on weighing the mineral gotten, which the Court found were illegal by reason of the Coal Mines Regulation Act, 1887, s. 12:—*Held*, that the illegality of this stipulation did not vitiate the whole contract nor prevent the mine-owners from enforcing another stipulation of the contract, viz., that no miner should leave without giving fourteen days' notice. *Kearney v. Whitehaven Colliery Co.* - - - C. A. [1893] 1 Q. B. 700

— *Payment on void contract.*

See COMPANY—CONTRACTS. 1.

— *Statute of Frauds.*

See FRAUDS, STATUTE OF.

Mutuality.

— *Vendor's surveyor and purchaser's mortgagees.*
See SURVEYOR. 1.

CONTRACT—Mutuality—continued.

— *Mortgagees and valuer.*

See VALUER.

Parties.

Joint contractors—Married woman—Res judicata. The rule that judgment recovered against one of two joint contractors is a bar to an action against the other applies equally when one of the joint contractors is a married woman contracting in respect of her separate property. *HOARE v. NIBLETT* - - - Div. Ct. [1891] 1 Q. B. 781

Performance.

1. — *Alternative—One alternative impossible.* A. covenanted by deed to pay £1000 to B. or to transfer to B. £1000 worth of fully paid-up shares in a co. to be formed by A., the capital of such co. not to exceed £12,000. A. formed a co. with a capital of £12,000, divided into 600 preference shares and 600 deferred shares of £10 each, and transferred 100 of the latter to B.:—*Held*, by Stirling J., that the shares A. had agreed to transfer were to be shares in a co. in which all the shareholders stood on a footing of equality. This he had put it out of his power to perform, and must therefore perform the other alternative by paying the £1000. Affirm. by C. A. on the ground that "£1000 worth of shares" meant shares worth £1000 on the market, and that the shares transferred had no marketable value. *McILQUHAM v. TAYLOR* - - - Both Courts [1895] 1 Ch. 53

2. — *Impossibility.* Performance of a contract to employ a traveller for a fixed period is not excused because the employer ceased to carry on business after his manufactory had been destroyed by fire. *TURNER v. GOLDSMITH*

[C. A. revers. *Grantham J.* [1891] 1 Q. B. 544]

— *Contract to be performed in part without the jurisdiction.*

See PRACTICE—SERVICE—Out of the Jurisdiction. 15—18.

Personal.

Of service. In order to justify the grant of an injunction in aid of a contract of service, there must be, if no express negative clause, at least an express negative purpose.

(A) *WHITWOOD CHEMICAL Co. v. HARDMAN*

[C. A. revers. *Kekewich J.* [1891] 2 Ch. 416]

(B) On the construction of certain letters, *held*, that there was a negative covenant contained therein. "*STAR*" NEWSPAPER Co. v. O'CONNOR - - - *Kekewich J.* [1893] W. N. 114;
[compromised on appeal [1893] W. N. 122]

And see MASTER AND SERVANT—Contract.

Rescission.

— *of Contract to take Shares.*

See COMPANY—SHARES—Agreement to Take. 1.

1. — *Dealing with purchased property—Debentures—Intervention in debenture action.* A bank who had bought debentures in the M. Co. from the T. Co. and claimed rescission on the ground of misrepresentation; after discovery of the misrepresentation the bank attended and took an

CONTRACT—Rescission—continued.

active part in a debenture action :—*Held*, that the bank were entitled to rescission unless (a) their conduct had so injured the debentures as to make it unjust for the T. Co. to take them back, or (b) the bank had elected to keep the debentures. Until judgment the bank was entitled to keep the debentures and to protect them :—*Held*, also, on the facts, that the bank had not lost their right to rescind. *IMPERIAL OTTOMAN BANK v. TRUSTEES, EXECUTORS, AND SECURITIES INVESTMENT CORPORATION* *Romer J. [1895] W. N. 23*

2. — *Misrepresentation—Laches.* Although, as a rule, a person who wishes to escape from a contract on the ground of misrepresentation must determine it immediately he discovers the misrepresentation, nevertheless, where a purchaser discovers that a misrepresentation made to him by the vendor is untrue, and the vendor in effect suggests that if time be given him the misrepresentation may be cured and the purchaser be put in as good a position as if the representation had been true, then the purchaser, by giving the vendor time for that purpose, does not lose his right at the end of that time, if the vendor fails to make good his suggestion, to rely on the misrepresentation as a ground for determining the contract, and to determine it accordingly. *TIBBATTS v. BOULTER*

[*Romer J. [1895] W. N. 152 (4)*]

— *Scottish law.*

See SCOTTISH LAW—Contract. 2.

for Sale of Land.

See VENDOR AND PURCHASER, *passim*.

Sub-contract.

Sub-contractor's right to property in incomplete article. The defts. gave a limited co. an order to construct two tanks on the defts.'s premises, for making which the co. entered into a sub-contract at a reduced price with the plff. The co. became insolvent, when the tanks (which were not fixtures, but were too heavy to move) were partially completed :—*Held*, that the property in the tanks was in the plff., and that he had a lien on the purchase-money payable by the defts. to the co. *BELLAMY v. DAVEY*

[*Romer J. [1891] 3 Ch. 540*]

An appeal by the debenture-holders of the co. was dismissed by consent *C. A. [1891] W. N. 192*

Validity.

— *Scottish.*

See SCOTTISH LAW—Contract. 1.

— *Sufficiency of description of vendor.*

See FRAUDS, STATUTE OF. 11.

"CONTRACT MADE,"

See ECCLESIASTICAL LAW—Church Rates. 1.

CONTRARY INTENTION.

— *Locke King's Acts—Exoneration of realty.*

See WILL—EXONERATION. 2—4.

CONTRIBUTION.

— by County Council to maintenance of main roads.

See HIGHWAY—Repairs. 10, 11.

CONTRIBUTION—continued.

— between Principal and Surety.

See PRINCIPAL AND SURETY—Contribution.

— between Trustees.

See TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 12.

— between joint Wrongoers.

See SCOTTISH LAW—Joint Delinquents.

CONTRIBUTORY.

See COMPANY WINDING-UP—CONTRIBUTORY.

CONTRIBUTORY NEGLIGENCE.

— Collision.

See SHIP—COLLISION. 19, 23.

CONVENT.

See PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 5.

CONVERSION OF GOODS.

See TROVER.

CONVERSION OF NATIONAL DEBT.

— of New 3 p. cent. Annuities into 2½ per cent. Consols.

See NATIONAL DEBT—Conversion. WILL—ABSOLUTE GIFT. 9.

CONVERSION OF REAL AND PERSONAL ESTATE.

1. — *Power of sale—Devolution.* A will devised realty on trust to raise money by sale or mortgage, and subject thereto to pay the rents and profits to A. and B. successively for life, and on the death of the survivor for the benefit of B.'s children absolutely. The will contained a power of sale with a trust for re-investment in freeholds, copyholds, or leaseholds, with an interim power of investment in personality. The trustees sold and invested in Consols: the trust for re-investment was never exercised :—*Held*, that the share of a child of B., who died intestate after the exercise of the power of sale and during the life of the last tenant for life, devolved on his heir. *In re BIRD. PITMAN v. PITMAN*

[*North J. [1892] 1 Ch. 279*]

— *Probate Duty.*

See DEATH DUTIES—Probate Duty. 1.

2. — *Real estate—Option to purchase—Intestacy.* A. demised premises to B. on lease with an option to purchase within six months of A.'s decease. A. died intestate; B. exercised the option :—*Held*, that the purchase-money was personally, and went to the legal personal representative of A. *In re ISAACS. ISAACS v. REGINALD*

— *Chitty J. [1894] 3 Ch. 503*

3. — *Real estate—Partnership.* An owner in fee of land sold an undivided moiety to a surveyor on terms; that payment was to be made by instalments, the surveyor was to manage the property, and neither party was to part with any interest without consent of other :—*Held*, that there was no conversion of the realty into personality. Principles regulating the devolution of land held for a partnership or other common object discussed. *In re WILSON. WILSON v. HOLLOWAY*

[*North J. [1893] 2 Ch. 340*]

4. — *Real estate—Trust for sale—Devolution.* Where real estate is devised upon trust for con-

CONVERSION OF REAL AND PERSONAL ESTATE—continued.

version into personality to be held upon trusts which partially fail, the proceeds of sale and the land (if any) unsold both result to the heir as personal estate. *In re RICHMOND. SCALES v. HEYHOE* - *Chitty* 5. [1892] 1 Ch. 379

5. — *Real estate—Trust for sale—Remoteness.* To create in equity a conversion of realty into personality, the trust or power of sale must be absolute and effective. If the trust for sale is void for any cause, e.g., for remoteness, no conversion takes place.

(A) *GOODIER v. EDMUNDS* - *Stirling J.* [1893] 3 Ch. 455

(B) *In re WOOD. TULLETT v. COLVILLE* [C. A. [1894] 3 Ch. 381 affirm. *Kekewich J.* [1894] 2 Ch. 310

See *TENANT FOR LIFE—Apportionment.* 16, 18.

WILL—CONVERSION.

CONVEYANCE.

— Base fee turned into fee absolute.

See *TENANT IN TAIL.* 1.

— Overhanging buildings—Parcels.

See *VENDOR AND PURCHASER—Contract.* 13.

— Scottish.

See *SCOTTISH LAW—Conveyance.*

— between Vendor and Purchaser.

See *VENDOR AND PURCHASER—Conveyance.*

— Wife's.

See *MARRIED WOMAN—PROPERTY—Conveyance.*

CONVEYANCING AND LAW OF PROPERTY.

By the *Conveyancing Act, 1892* (55 & 56 Vict. c. 13), the *Act of 1881* was amended.

See *COMPANY—SHARES—Lien.* 1; *LANDLORD AND TENANT—LEASE.* 16, 24—33; *TRUSTEE—APPOINTMENT.* 9, 13.

— Costs—Scale fee.

See *SOLICITOR—BILL OF COSTS—Remuneration Act, passim.*

Discharge of incumbrances on sale—Question of construction as to interests in futuro. Upon an application to the Court under s. 5 of the *Conveyancing Act, 1881*, to make provision for incumbrances on land, and the sale of the land freed therefrom, the Court will decide a question of construction involving the determination of interests *in futuro*, if the decision of such question is necessary in order to ascertain what sum of money ought to be set aside to answer the incumbrances. On appeal the Court did not refuse to decide the question on the ground that it affected the future rights of unborn children, the interests of those children being the same as those of the existing children who were before the Court. *In re FREME'S CONTRACT* [*Kekewich J.* [1895] 2 Ch. 256; [1895] 2 Ch. 778

— *Infant—Accumulations.*

See *INFANT—Maintenance.* 1.

— Leases.

See *LANDLORD AND TENANT—LEASE.*

— Questions between vendor and purchaser.

See *VENDOR AND PURCHASER.*

CONVEYANCING AND LAW OF PROPERTY—continued.

— *Trustee—Appointment.*

See *TRUSTEE—APPOINTMENT.*

CONVICTION.

— Bar to action.

See *FRIENDLY SOCIETY.* 8.

— Effect of on ownership of goods.

See *FACTOR—Hire and Purchase Agreement.* 6.

CO-OWNERS.

— of Patent.

See *PATENT—Ownership.*

— of Ship.

See *SHIP—ADMIRALTY PRACTICE—Necessaries.* 3.

COPYHOLD.

By the *Copyhold Act, 1894* (57 & 58 Vict. c. 46), the law relating to copyholds was consolidated.

1. — *Admittance—Acceptance of rent—Seizure quousque.* Held, by C. A., affirm. *Wright J.*, that the acceptance of quit-rents by the lord of the manor in respect of copyholds from a person paying as heir or surrenderee implies an admittance of such person as tenant if the lord knows that the quit-rents are so paid:—*Held*, by C. A., varying *Wright J.*, that the Statutes of Limitation apply to a seizure *quousque* of copyholds by the lord of the manor, and begin to run when after proclamation or notice the heir fails to come in and be admitted. *ECCLESIASTICAL COMMISSIONERS v. PARR* Both Courts [1894] 2 Q. B. 420

— *Enfranchisement—Fines.*

See *LAND—Acquisition under Lands Clauses Acts.* 4.

2. — *Married woman tenant on the rolls—Declaration of trust by deed acknowledged.* A declaration of trust of copyholds by a married woman, tenant on the rolls, by a deed acknowledged under the *Fines and Recoveries Act* (3 & 4 Will. 4, c. 74) is a "disposition" within the meaning of s. 77 thereof, and will effectually bind the copyholds in the hands of her customary heir. The proviso to the s. does not apply to such a case. *CARTER v. CARTER* *Stirling J.* [1895] W. N. 135 (8)

— *Proclamation for heir—Notice.*

See *LIMITATIONS, STATUTE OF.* 16.

3. — *Quit-rent—Extinction by non-payment.* A quit-rent payable in respect of a copyhold tenement is not excepted from the operation of the *Statutes of Limitations* (3 & 4 Will. 4, c. 27, and 37 & 38 Vict. c. 37), and where it has remained unpaid without acknowledgment for twelve years the right to recover it is barred. *HOWITT v. EARL OF HARRINGTON* - *Stirling J.* [1893] 3 Ch. 497

4. — *Waste of manor—Enfranchised copyholder—Statutory reservation of common rights—Copyhold Act, 1852* (15 & 16 Vict. c. 51), s. 45 [see now the *Copyhold Act, 1894* (57 & 58 Vict. c. 46)]. A custom that the lord with consent of the homage may make grants of waste to be held on copyhold tenure, although a sufficiency of common be not left, may be a good custom, and, if proved, a grant of the waste, with the consent of the homage, i.e., the majority of the homage,

COPYHOLD—continued.

may be made in spite of the opposition of a commoner, who, having enfranchised his tenement under the Copyhold Act, 1852, was no longer able to attend the manor court. *RAMSEY v. CRUDDAS* [C. A. [1893] 1 Q. B. 228]

COPYRIGHT.

Book, col. 213.

Dramatic, col. 214.

Infringement, col. 214.

International, col. 216.

Musical Composition, col. 218.

Periodical, col. 218.

Picture, col. 219.

Sculpture, col. 220.

Book.

1. — *Advertisement card—Registration.* [An advertisement sheet in the shape of a hand which opened and shewed on one side the "lines of life," and on the other descriptive verses, is capable of registration as a "book," it being within the definition of a "sheet of letterpress" which is included in the word "book":—*Held*, also, that there is sufficient registration if the proprietor of the work is registered without requiring the writer of the verses or the artist to be registered, and that the certificate of registration is *prima facie* evidence of proper registration. *HILDESHEIMER v. DUNN* — *Kekewich J.* [1891] W. N. 66]

2. — *Coloured plate—Periodical.* [A coloured plate headed "Supplement" to a periodical registered as a newspaper under the Copyright Act, 1842, and referred to as "Our illustration for this week," though not physically attached to the newspaper, *held* to be part of the newspaper as regards copyright. *COMYNS v. HYDE* [Stirling J. [1896] W. N. 9]

3. — *Directory—Headings—Copyright Act, 1842, s. 18.* [The proprietor of a trades directory has copyright in the headings, although the letterpress consist only of advertisements, and also in the arrangement of the advertisements, the Court holding that it was a fair inference that they had been composed or arranged on the terms that the *pltf.* should have the copyright in them. *LAMB v. EVANS* C. A. [1893] 1 Ch. 218 [affirm. *Chitty J.* [1892] 3 Ch. 462]

4. — *Dress pattern—"Map, chart, or plan."* [A cardboard pattern sleeve containing upon it scales, figures, and descriptive words for adapting it to sleeves of any dimensions, is not the subject of copyright as a map, chart, or plan within s. 2 of the Copyright Act, 1842:—*Semble*, it might be the subject of a patent as an instrument or tool. *HOLLINBAKE v. TRUSWELL*

[C. A. [1894] 3 Ch. 420 *revers.* *Wright J.* [1893] 2 Ch. 377]

5. — *Sale of blocks—Unassignable licence.* [The *pltf.*, being registered owners of the copyright in books containing illustrations drawn by themselves, supplied copies of the drawings to persons for advertising purposes, the copies being generally printed by themselves and supplied to the customers on advertising sheets. Occasionally, for a money consideration, they supplied

COPYRIGHT—Book—continued.

blocks of the drawings, so that the customers might print the designs with other matter not printed by *pltf.*; for this purpose they sold blocks to L. There was no written agreement with or licence to L. as to the use of the blocks. *Deft.* with permission of L. used the blocks to print drawings which they published:—*Held*, that the licence did not constitute an assignment of copyright, but was a mere authority to L. personally to print therefrom for his own advertisements or trade, and that *pltf.* were entitled to an injunction restraining *deft.* from using the blocks:—*Semble*, an injunction would not have been granted restraining L. from personally using the blocks, although he had no written licence. *COOPER v. STEPHENS* *Romer J.* [1895] 1 Ch. 567]

6. — *Time-tables—Part of work protected.* [A. printed monthly time-tables as to the train service in the neighbourhood of P., including four pages of information as to circular tours. B. printed similar tables, including the four pages as to circular tours. Injunction granted restraining B. from printing the matter as to the circular tours, but as to the remainder, *held*, that as the information in both A. and B.'s tables was derived from the books of the railway co., it could not be said to be appropriation of A.'s work:—*Held*, also, that although the matter as to circular tours only formed a small part of A.'s book, it could be treated as an independent work, and protected by copyright law. *LESLIE v. YOUNG AND SONS* [H. L. (S.) [1894] A. C. 335]

Design.

See DESIGN.

Dramatic.

1. — *Author—Original play—Sole liberty of representation.* [The sole liberty of representing a play vests, under s. 1 of the Dramatic Copyright Act, 1833, in the author when the work is written and finished. The first public performance confers no priority, but only fixes the period from which (if entitled to it) the endurance of the sole liberty of representation is to be calculated.—*Semble*, the sole rights in two plays, which though the same in substance are original and unaided productions, may be vested in different persons. *REICHHARDT v. SAPPÉ*

[*Hawkins J.* [1893] 2 Q. B. 308]

2. — *Infringement—Interim injunction dissolved—Damages.* [An interim injunction was granted to restrain the *deft.* from acting his own dramatised version of a novel, on the ground that the novelist had already founded a drama on the novel. The injunction was dissolved at the trial. Question as to how the undertaking as to damages was to be assessed, and what deductions were to be made as to *deft.*'s possible earnings if he had continued his playing tour with other pieces. *SCHLESINGER v. BEDFORD* C. A. [1893] W. N. 57]

Infringement (Practice as to Generally).

1. — *Costs.* [Where an author claimed and recovered four penalties of 40s. each for four infringements of his dramatic copyright:—*Held*, that, although he was not entitled to costs, having recovered less than £10 in an action of

COPYRIGHT — Infringement (Practice as to Generally)—continued.

tort (s. 116, County Court Acts, 1888), yet he might have his costs taxed on the footing of obtaining a full indemnity under 5 & 6 Vict. c. 97, s. 2. *Per C. A.*: The question of costs was governed by the statute. The Judicature Acts and Rules do not overrule the provisions of special statutes granting special costs in particular cases. *REEVE v. GIBSON* — Div. Ct. affirm. by C. A. [1891] 1 Q. B. 652

2. — *Costs.* An action for infringement was dismissed "with full costs, to be taxed by the taxing master":—*Held*, that this meant "party and party costs" only. *AVERY v. WOOD*

[C. A. affirm. North J. [1891] 3 Ch. 115

[But see now *Public Authorities Protection Act*, 1893 (56 & 57 Vict. c. 61), s. 1 (b).]

3. — *Evidence of infringement.* Where the original picture was abroad, proof of the infringement of the copyright by photographing an engraving sworn to be an exact copy of the picture, and made under the supervision of the artist, was allowed by production of the engraving by a person who had seen the original picture. *LUCAS v. WILLIAMS & SONS*

[C. A. [1892] 2 Q. B. 113

4. — *Injunction—Right of property in information compiled but not published.* Under an agreement made between the plffs., a telegraph co., and the committee of the Stock Exchange, information as to the variations in the prices of stocks and shares was collected inside the house by a member of the Stock Exchange, and was telegraphed from the house to the plffs.' office, and was immediately transmitted therefrom by telegram to the plffs.' subscribers; and at the same time one of the plffs.' clerks by a type-writing machine recorded the same information, and the sheets upon which it was so type-written were made up into a newspaper, registered, and sold to the public. Each of the subscribers contracted with the plffs. not to supply to others the information so telegraphed to themselves. The defts., a firm of outside brokers, had at one time been subscribers; but the committee of the Stock Exchange having objected to their being supplied with the information, the plffs. had declined to continue them as such subscribers. The defts. afterwards obtained from a subscriber the information supplied to him by the plffs., and published it on boards set up in different places:—*Held*, that the plffs. were entitled to an injunction restraining the defts. from (1) infringing the plffs.' copyright in the newspaper; (2) publishing the information obtained from subscribers, even though such publication was before the publication of the newspaper; and (3) inducing subscribers to break their contracts with the plffs. by supplying the defts. with the information. *EXCHANGE TELEGRAPH CO. v. GREGORY & CO.* — C. A. [1895] W. N. 138 (6)

5. — *Licence to copy—Subsequent assignment.* Action by assignee of the copyright in a picture against a person claiming to be a previous licensee for infringement dismissed on the ground that the assignors did not register their copyright until after the assignment, and the assignees

COPYRIGHT — Infringement (Practice as to Generally)—continued.

were not registered at all. *LONDON PRINTING AND PUBLISHING ALLIANCE, LD. v. COX*

[C. A. revers. V. Williams J.,

[Lindley L.J. dissent. [1891] 3 Ch. 291

6. — *Printers—Tortfeasors—Damages.* Where printers know that what they are printing is a piracy, and the purposes for which it is intended to use the pirated copies when delivered, they are tortfeasors jointly with the persons for whom such copies are printed, and are jointly liable in damages to the persons whose copyright is infringed. *LAMB v. EVANS*

[Chitty J. [1895] W. N. 156 (3)

7. — *Tenancy in common.* Although the registered owners of a copyright take as tenants in common, and not as joint tenants, yet any one or more of them may maintain an action against a stranger for an infringement of the entire copyright. *LAURI v. RENAD*

[*Per Kekewich J.* [1892] 3 Ch. 402, at p. 413

International.

Austria-Hungary. O. in C. dated April 30, 1894, bringing the copyright convention with *Austria-Hungary* into force as from May 11, 1894. St. R. & O. 1894, p. 41.

O. in C. dated Feb. 2, 1895, applying the O. in C. of April 30, 1894, as to copyright with *Austria-Hungary* to certain Colonies. St. R. & O. 1895, No. 55. Price 1d.

O. in C. dated May 11, 1895, applying the O. in C. of April 30, 1894, as to copyright with *Austria-Hungary* to India. St. R. & O. 1895, No. 247. Price 1d.

Montenegro. O. in C. dated May 16, 1893, extending the *International Copyright Acts* to *Montenegro*. St. R. & O. 1893, p. 53.

Reference to the whole of the previous O. in C. as to *International Copyright* is given in the "Index to the *Statutory Rules and Orders*," 1893 edition. St. O. P.

1. — *Application to existing works.* A., a French subject, had composed a polka, and first produced it in France before the O. in C. of Nov. 28, 1887, but had not acquired copyright in the U. K. Before the O. in C. was gazetted, an English publisher printed the polka, and the deft., a bandmaster, bought a copy and played it before and after that date:—*Held*, that there was evidence that the deft. had an interest arising in connection with the lawful production of the work in the U. K. which was subsisting and valuable when the O. in C. was published, and that he was therefore protected by s. 6 of the Copyright Act, 1886. *MOUL v. GROENINGS*

[C. A. affirm. A. L. Smith and Grantham JJ. [1891] 2 Q. B. 443

[See No. 4 (B) and No. 6, below.]

2. — *Dramatic work—Jurisdiction to restrain infringement.* Under the *Dramatic Copyright Act*, 1833, s. 1, and art. 2 of the *Berne Convention*, the English proprietor enjoys in any country of the *International Copyright Union* the rights which that country's law gives to natives there. Therefore, proceedings by him to restrain an infringement in that country by a British

COPYRIGHT—International—continued.

subject must be taken in the Courts and according to the law of that country; and the English Courts have no jurisdiction. "*MOROCCO BOUND*" *SYNDICATE v. HARRIS*

[*Kekewich J. [1895] 1 Ch. 534*

3. — *Expiration of right.*] Where a copyright has expired before the passing of the International Copyright Act, 1886, that Act creates no new right. *LAURI v. RENAD*

[*O. A. affirm. Kekewich J. [1892] 3 Ch. 402*

4. — *Foreign work of art—Registration—Right to sue—Production.*] (A) Where the Order in Council adopting the International Copyright Act, 1886, does not apply its provisions as to registration, the provisions of general Copyright Acts will apply. If a person be registered under s. 4 of the Fine Arts Copyright Act, 1862, as owner of the English copyright in a foreign picture, he can sue for infringement, although not registered under the International Copyright Acts. *FISHBURN v. HOLLINGSHEAD. Stirling J. [1891] 3 Ch. 371*

[*Note.—This case was disapproved by C. A. in HANFSTAENGL v. AMERICAN TOBACCO Co., below.*]

(b) *Foreign work of art—Registration—Production—Right to sue.*] (1) Sect. 6 of the International Copyright Act, 1886, applies to every foreign literary or artistic work produced before Dec. 8, 1887, the date at which the O. in C., Nov. 28, 1887, came into operation, whether the works were produced before or after the passing of the Act, June 25, 1886; (2) registration of a foreign work under s. 4 of the Fine Arts Copyright Act, 1862, was not a condition precedent to suing for infringement; (3) the interest contemplated by the proviso in s. 6 must be a direct subsisting pecuniary interest in the continuation of the production. *HANFSTAENGL ART PUBLISHING Co. v. HOLLOWAY - Charles J. [1893] 2 Q. B. 1*

(c) The O. in C. of Nov. 28, 1887, adopting the Berne Convention of Sept. 5, 1887, contains no provisions as to the registry and delivery of copies of foreign works of art; therefore registration under the Fine Arts Copyright Act, 1862, is not necessary to give the owner of the English copyright of such a picture a right to sue for infringement. *HANFSTAENGL v. AMERICAN TOBACCO Co. - C. A. [1895] 1 Q. B. 347*

5. — *Published—Produced.*] "Published" in s. 11 of the International Copyright Act of 1866 is applicable to a painting, and the country where it is first published is the county of origin mentioned in art. 2 of the Convention of Berne, so that compliance with the formalities prescribed by the laws of that country gives the owner the right to sue in this country. "Produced" in the same s. means, as the case requires, published or made or performed or represented. *HANFSTAENGL v. AMERICAN TOBACCO Co.*

[*C. A. [1895] 1 Q. B. 347*

6. — *Saving of rights and interests previously acquired—Trade-mark.*] A picture was painted in Germany before Dec. 1885. In Jan. 1887, A. registered as a trade-mark a photograph of the picture, with the word "trade-mark" across it, and (subsequently to the O. in C. of Dec., 1887, extending the International Act to Germany)

COPYRIGHT—International—continued.

used reproductions of the picture without the word trade-mark on show-cards and price-lists. In 1892 B. registered himself as owner of the copyright in the picture, and brought an action against A. for infringement by the show-cards:—*Held*, that the defendants were protected by the proviso in s. 6 of the International Copyright Act, 1886, and the show-cards, being in substance a reproduction of the trade-mark, were a legitimate way of advertising the trade-mark. *SCHAUER v. J. C. & J. FIELD - Chitty J. [1893] 1 Ch. 35*

7. — *Translation.*] A "translation" of a foreign play, in order to be protected under the law of International Copyright, need not be absolutely literal; it is sufficient if it is substantially a translation. *LAURI v. RENAD*

[*Per Kekewich J. [1892] 3 Ch. 402 at p. 414*

Musical Composition.

Dramatic piece—Right of performance.] To bring a musical composition within the provisions of the Dramatic Copyright Act, 1833, it must have the characteristics of a dramatic piece, and whether it has such characteristics must be determined in each case by the nature of the composition itself.

A song that does not require for its representation either dramatic effect or scenery is not a dramatic piece, although it is intended to be sung in appropriate costume on the stage of music-halls.

When a musical composition is published, in order to entitle the owner of the right of public representation or performance thereof to sue for penalties for the unlicensed performance of such composition, the right of representation or performance must have been reserved by notice printed on every published copy, as provided by the Copyright (Musical Compositions) Act, 1882; and this is equally the case where the musical composition is also a dramatic piece within the Dramatic Copyright Act, 1833. *FULLER v. BLACKPOOL WINTER GARDENS AND PAVILION Co.*

[*C. A. [1895] 2 Q. B. 429*

Periodical.

1. — *Registration of first number—Protection of subsequent numbers.*] A perpetual injunction granted extending to the protection of the contents of future numbers of a periodical of which the first number had alone been registered. *BRADBURY v. SHARP*

[*Kekewich J. [1891] W. N. 143*

And see above, Book. 2.

2. — *Newspaper copying from other newspaper.*] The form of expression in which news is conveyed is subject of copyright. A practice by newspapers to copy from other newspapers is no defence to a copyright action. *WALTER v. STEINKOPFF - North J. [1892] 3 Ch. 489*

3. — *Newspaper—Selection of horse in race.*] The announcement of the horses which a newspaper has selected as winners is not in the nature of a literary composition which can be protected under the Copyright Acts; and the publication of a race-card giving lists of the horses selected by various papers is not an infringement of the copyright in the newspapers. The Court will not define in general terms what amounts to a

COPYRIGHT—Periodical—continued.

"literary composition." *CHILTON v. PROGRESS PRINTING AND PUBLISHING CO.*

[C. A. affirm. *Kekewich J.* [1895] 2 Ch. 29

4. — *Serial published in periodical—Separate publication—Registration.* The author of a contribution to a periodical who has not parted with his copyright to the proprietor of the periodical may sue an infringer before publishing his contribution in a separate form.—Where the author has registered the series of contributions to the periodical, stating as the date of first publication the date when the first part was published in the periodical, the effect of s. 19 of the Copyright Act, 1842, is that the registration protects each contribution of the series which has been subsequently so published. *JOHNSON v. GEORGE NEWNES, LD.* — *Romer J.* [1894] 3 Ch. 663

Picture.

— *Foreign work of art.*

See International, above. 4.

1. — *Photograph—Author—"Good and valuable consideration"—"For or on behalf of."* The "author" of a photograph within the meaning of s. 1 of the Fine Arts Copyright Act, 1862, is the person who generally controls the operation, and a person who performs the manual operations under his control and direction is not the author. A portrait taken on the terms that the photographer may sell copies, though without payment by the subject, is made for a "good and valuable consideration" within the proviso in the section: but where it is the intention of the parties that the negative shall be kept by the photographer as his own property, it is not made "for or on behalf of" the subject, and therefore the proviso does not apply. The words "any other person" in s. 6 of the Act mean any person other than the author, and consequently include the person photographed. *MELVILLE v. MIRROR OF LIFE CO.* [*Kekewich J.* [1895] 2 Ch. 531

2. — *Tableaux vivants—Illustration—Infringement—Berne Convention—Foreign law.* H. was the owner of the copyright in pictures painted in Germany. The E. Co. exhibited at a music-hall tableaux vivants taken from the pictures. N. in a newspaper published reproductions of sketches taken from the tableaux:—*Held*, that the representation of pictures by tableaux vivants formed by grouping in the same way as the figures in the pictures living persons in the same dress and the same attitudes is not an infringement of the copyright. *HANFSTAENGL v. EMPIRE PALACE (No. 1).* C. A. affirm. *Stirling J.* [1894] 2 Ch. 1

On motion for injunction against the newspapers, *held*, by *Stirling J.*, (1) that the newspaper illustrations were copies of H.'s pictures, and that it made no difference that they were copies from intermediate representations which were not infringements. (2) That assuming that H.'s rights were governed by German law he was equally entitled to succeed, and granted an injunction. *HANFSTAENGL v. EMPIRE PALACE (No. 2).* *HANFSTAENGL v. NEWNES* — *Stirling J.* [1894] 3 Ch. 109

But *held*, by C. A., *revers.* *Stirling J.*, that there was no infringement. *Semble*, H.'s rights

COPYRIGHT—Picture—continued.

were governed by German and not by English law. *Quære*, whether the owner of a foreign copyright in a picture can bring an action for infringement without registering his copyright in England — C. A. [1894] 3 Ch. 109, at p. 123

And *held*, by H. L. (E.), affirm. C. A., that the sketches were not in fact copies, reproductions, or colourable imitations of the pictures. *HANFSTAENGL v. H. & R. BAINES & CO.*

[H. L. (E.) [1895] A. C. 20

3. — *Tableaux vivants—Painted backgrounds.* Where living pictures representing H.'s pictures had been exhibited with painted backgrounds, *held*, on the facts, that as to the backgrounds there had been infringement of H.'s copyright. *HANFSTAENGL v. EMPIRE PALACE (No. 3)* — *Stirling J.* [1895] W. N. 76

Sculpture.

Casts of fruit and leaves. Casts made from models of natural fruit and leaves are "new and original" "casts of" a "subject being matter of invention in sculpture" within the meaning of, and entitled to protection under, the Act 54 Geo. 3, c. 56. *CAPRIOTTI v. ALBERTI* — *Mathew J.* [1891] W. N. 200

COPYRIGHT—DESIGNS.

See DESIGN.

COREA.

— Consular Courts.

See COLONIAL COURT OF ADMIRALTY.

CO-RESPONDENT.

— Costs of.

See DIVORCE—COSTS. 3, 4, 5, 9.

CORK—HARBOUR.

— Pilotage.

See SHIP—PILOTAGE—Bye-laws.

CORN RETURNS.

O. in C., dated July 30, 1891, transferring the powers of the Bd. of Trade under the Corn Returns Act, 1882, to the Bd. of Agriculture as from Feb. 1, 1892 — St. L. & O. 1891, p. 64

CORONER.

By the Coroners Act, 1892 (55 & 56 Vict. c. 56), the law as to the appointment of coroners was amended.

Statements of the number of Inquests held by Coroners during the years 1890—1894, and the costs, are included in Part I. of the Judicial Statistics for 1890—1894. The Returns for these Five Years are Published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	S.ession.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d. 3 8
1892	1893	C. 7168	103	1	2 3
1891	1892	C. 6784	89	1	2 0
1890	1891	C. 6443	93	1	2 0

1. — Appointment—Right of county council.]

CORONER—continued.

The right of a county council, under s. 5 of the Loc. Govt. Act, 1888, to appoint coroners is confined to cases where coroners were formerly elected by the freeholders of a county under a writ *de coronatore eligendo*, and does not extend to cases where they were appointed by lords of franchises or otherwise than by election of the freeholders. *In re LOCAL GOVERNMENT ACT*, 1888. *Ex parte LONDON COUNTY COUNCIL*

[Div. Ct. [1892] 1 Q. B. 33]

2. — *Jurisdiction—Treasure trove.* The jurisdiction of a coroner with reference to treasure trove is limited by s. 36 of the Coroner's Act, 1887, to the determination of "who was the finder and who was suspected thereof." He has no jurisdiction to determine a question of title between the Crown and any other claimant. *ATTORNEY-GENERAL v. MOORE* — *Stirling J.*

[1892] 1 Ch. 676]

3. — *Jury—Exemption.* The exemption from service on juries which is conferred by s. 52 of the County Juries Act, 1825, and by s. 9, and the Sch. of the Juries Act, 1870, extends to service on coroners' juries. Coroner's order fining a solicitor's managing clerk for not serving on his jury quashed. *In re DUTTON*

[Div. Ct. [1892] 1 Q. B. 486]

CORPORAL PUNISHMENT.

— Returns as to.

See CRIMINAL LAW — REPORTS AND RETURNS—Corporal Punishment.

CORPORATE CONTRACTS.

See BOROUGH—Corporate Contracts.

CORPORATE OFFICE.

See BOROUGH—Corporate Office.

CORPORATE PROPERTY.

See BOROUGH—Corporate Property.

CORPORATION.

— *Apprenticeship to—Legality.*

See APPRENTICE. 3.

1. — *Common seal—Ratification of contract.* Specific performance will not be decreed of a contract with a municipal corporation which is not under seal nor signed by a person authorized under seal, nor ratified under seal, nor partly performed or acted on. *OXFORD CORPORATION v. CROW* — *Romer J.* [1893] 3 Ch. 535]

2. — *Defamation—Charge of corrupt practices—Absence of special damage.* The right of a corporation to sue for libel is confined to protection of their property. Where a municipal corporation sued for a libel imputing corrupt practices:—*Held*, that, as a corporation, as distinguished from the individuals composing it, cannot be guilty of corrupt practices, the statement of claim disclosed no cause of action. *MANCHESTER CORPORATION v. WILLIAMS* — *Div. Ct.* [1891] 1 Q. B. 94]

3. — *Defamation—Trading company.* Statements defamatory of a trading co. in respect of the management of its business are actionable without proof of special damage. *SOUTH HETTON COAL CO. v. NORTH EASTERN NEWS ASSOCIATION* [C. A. [1894] 1 Q. B. 133]

CORPORATION—continued.

— *Elections.*

See MUNICIPAL ELECTION.

PARLIAMENTARY, &c., REGISTRATION — *Claim.* 14, 15.

— *Municipal.*

See BOROUGH (ENGLAND).

— *Prozy of.*

See THAMES—Conservancy and Navigation. 1.

4. — *Rating powers—Negligence.* Where a local Act has incorporated a body of comms. for public purposes and given them rating powers, the corporation is bound, unless the contrary be clearly shewn from the terms of the local Act, to levy a rate to satisfy a liability incurred by the negligence of their servants, and to do so notwithstanding that they have already levied rates up to the limits allowed by their Act for capital expenditure. *GALLSWORTHY v. SELBY DAM DRAINAGE COMMISSIONERS.*

[C. A. [1892] 1 Q. B. 348]

5. — *Repair of bridges and highways—Liability for non-feasance.* A public corporation to which an obligation to keep roads and bridges has been transferred is not liable to an action in respect of mere non-feasance, unless the legislature has shewn an intention to impose such a liability.

(A) *PICTOU (MUNICIPALITY OF) v. GELDERT*

[J. C. [1893] A. C. 524]

(B) *COWLEY v. NEWMARKET LOCAL BOARD*

[H. L. (E.) [1892] A. C. 345]

(C) *OLIVER v. HORSHAM LOCAL BOARD.*

THOMPSON v. BRIGHTON CORPORATION

[C. A. [1894] 1 Q. B. 332]

(D) *MUNICIPAL COUNCIL OF SYDNEY v. BOURKE*

[J. C. [1895] A. C. 433]

CORPORATION DUTY.

See PROPERTY TAX.

CORPORATION STOCK.

See CHARITY—MORTMAIN. 3.

CORRESPONDENCE.

— *Copy of.*

See PRACTICE—COSTS—Taxation. 2.

"CORRESPONDENT."

See PRACTICE—EVIDENCE. 17.

CORROBORATION.

— of evidence of accomplice.

See CRIMINAL LAW—EVIDENCE. 1.

CORRUPT PRACTICES.

By the Corrupt and Illegal Practices Prevention Act, 1895 (58 & 59 Vict. c. 40), making or publishing False Statements concerning a Candidate was declared to be an Illegal Practice.

— Appeal, right of—Decision of High Court.

See PRACTICE—APPEAL—Appeals to Court of Appeal. 13, 14.

— Libel on corporation—Whether actionable.

See CORPORATION. 2.

COST-BOOK MINE.

Purser's powers—Bankruptcy petition—Statutaries Act, 1869, s. 13. A purser or secretary of a cost-book mine is only authorized to sue on behalf of the co. He cannot present a bankruptcy petition on their behalf in respect, e.g., of a judgment debt obtained for unpaid calls. *In re NANCE. Ex parte ASHMEAD* — C. A. [1893] 1 Q. B. 590]

COSTERMONGER.

See LONDON COUNTY — STREETS AND HIGHWAYS. 11, 12.

COSTS.

- practice of Supreme Court generally.
See PRACTICE—COSTS; PRACTICE—SECURITY FOR COSTS; SOLICITOR—BILL OF COSTS.
- of Administration.
See ADMINISTRATION (BY THE CHANCERY DIVISION). 3, 9.
- in Admiralty.
See COUNTY COURT—Admiralty Jurisdiction. 5; SHIP—ADMIRALTY PRACTICE—COSTS.
- under Agricultural Holdings Act.
See COUNTY COURT—Jurisdiction. 3.
- in Bankruptcy.
See BANKRUPTCY—COSTS.
- in Company Winding-up.
See COMPANY—WINDING-UP—COSTS.
- in County Court.
See COUNTY COURT—COSTS.
- of Distress.
See LANDLORD AND TENANT—DISTRESS. 7.
- in Divorce.
See DIVORCE—CONDONATION. 2; DIVORCE—COSTS.
- of Election Petition.
See DISTRICT COUNCIL—Elections.
- in House of Lords.
See HOUSE OF LORDS—PRACTICE. 1.
- before Judicial Committee.
See JUDICIAL COMMITTEE—PRACTICE. 3, 10.
- under Lands Clauses Act.
See LAND—Acquisition under Lands Clauses Act. 1, 5—8.
- under Legitimacy Declaration Act.
See LEGITIMACY. 1.
- in Lunacy.
See LUNATIC—Judicial Inquisition. 1.
- of Married Woman restrained from anticipation.
See MARRIED WOMAN—PROPERTY—Restraint on Anticipation. 2, 3, 4, 8; PRACTICE—NEXT FRIEND. 2.
- of Mortgage.
See MORTGAGE—COSTS; MORTGAGE—REDEMPTION. 1.
- of Partition Action.
See PARTITION. 2.
- of Pauper.
See DIVORCE—COSTS. 8; HOUSE OF LORDS—PRACTICE. 1.
- of Poor Rate appeals.
See RATES—Appeal. 1.
- of Probate.
See PROBATE—GRANT OF PROBATE. 9.
- of Prosecutions.
See CRIMINAL LAW—COSTS OF PROSECUTIONS.
- in Salvage actions.
See SHIP—ADMIRALTY PRACTICE—Salvage. 7.

COSTS—continued.

- Security for.
See PRACTICE—FORMA PAUPERIS. 3. PRACTICE—SECURITY FOR COSTS.
- at Quarter Sessions.
See SESSIONS—Quarter Sessions. 1, 3.
- under Settled Land Act.
See SETTLED LAND—SETTLED LAND ACT—Application of Capital Money. 6; Tenant for Life. 2.
- of Sheriff.
See SHERIFF. 10, 12.
- of investigating Title.
See VENDOR AND PURCHASER—Title. 10.

CO-SURETY.

See PRINCIPAL AND SURETY—Contribution.

COTTON MILL.

- Rating of—Stoppage during strikes.
See RATES—Assessment. 1.

COUNSEL.

- Consultations.
See COMPANY—WINDING-UP—COSTS. 3.
- Fees of.
See PRACTICE—COSTS—Counsel's Fees.
- Mistake of.
See COMPROMISE.
- Number of counsel heard.
See SUMMARY PROCEEDINGS—Appeals to the High Court. 1.
- Refreshers to.
See COUNTY COURT—COSTS. 2.

PRACTICE—COSTS—Counsel's Fees. 1.

COUNTER-CLAIM.

- See* PRACTICE—PLEADING—Counter-claim.
- to action remitted to County Court.
See COUNTY COURT—Jurisdiction. 18, 19.

COUNTERPART.

- of Lease, costs of.
See SOLICITOR—BILL OF COSTS—Remuneration Act. 9.

COUNTY.**County Council.**

See COUNTY COUNCIL.

Rate.

Parish situate in two counties.] An extra-parochial place situate partly in the parts of Holland and partly in the parts of Kesteven (each of which is a separate administrative county under the Local Government Act, 1888) was by a local Act constituted a parish:—*Held*, that the county rate should be raised by separate rates in the two parts of the parish. ATTORNEY-GENERAL *v.* CHURCHWARDENS AND OVERSEERS OF DEEPING ST. NICHOLAS - Stirling J. [1892] W. N. 183

COUNTY COUNCIL.

Election, col. 224.

Expenses, col. 225.

Powers, col. 226.

Rateability, col. 227.

Election.

By the County Councils (Elections) Act, 1891, (54 & 55 Vict. c. 68), the law as to County Council Elections was amended.

COUNTY COUNCIL—Election—continued.

Incapacity of Women.] Sect. 73 of the Municipal Corporations Act, 1882, which makes an election good and valid if not impeached within twelve months, does not render the election of a woman valid after the lapse of the prescribed time:—*Held*, therefore, that the deft. was liable to the penalties under s. 41 of the same Act. *DE SOUZA v. COBDEN* - C. A. [1891] 1 Q. B. 687

Expenses.

1. — *Expenses of pauper lunatics*—51 & 52 *Vict. c. 41, ss. 62, 68.*] The committee which the county council appoints for visiting asylums cannot, as the old visiting committee could, fix the amount which a corporation must pay towards the maintenance of its pauper lunatics. The amount must be fixed by agreement or by arbitration. *HOWLETT v. MAYOR, & C., OF MALDSTONE* [C. A. [1891] 2 Q. B. 110

2. — *Expenses of Quarter and Petty Sessions.* (A) *Semble*, that under the Local Government Act, 1888, where the population of a borough having a separate court of quarter sessions is 10,000 or upwards, the expenses of quarter and petty sessions are payable out of the borough rates; where the population is under 10,000, out of the county rate. *Ex parte* COUNTY COUNCIL OF KENT AND COUNCIL OF DOVER (No. 1). *Ex parte* COUNTY COUNCIL OF KENT AND COUNCIL OF SANDWICH (No. 1) - Div. Ct. [1891] 1 Q. B. 369

(B) The salary of the clerk to the justices of a borough having a separate commission of the peace, but no separate court of quarter sessions, and a population under 10,000, is payable out of the county rate, all fees and costs received by the clerk not excluded in the fixing of his salary are payable to the county fund. *In re* COUNTY COUNCIL OF HEREFORDSHIRE AND COUNCIL OF LEOMINSTER [Div. Ct. [1895] 1 Q. B. 43

3. — *Main roads in county divided into hundreds.*] Where an order has been made under s. 20 of the Highways Act, 1878, declaring every main road to be repairable by the hundred, and one half the expenses to be repayable out of a special rate in the hundred, the repairs are "general county purposes," and the county fund should be recouped from the Exchequer Contribution Account, so much of the expenses as is not provided by the special rate in the hundred. *REG. v. DOLBY* (No. 2) - [1892] 2 Q. B. 736

4. — *Main roads—Footways, repair of in urban district.*] The Loc. Gov. Act, 1888, s. 11 (2), imposes on the County Council the duty of contributing to the cost of maintaining and repairing, in an urban sanitary district, the footways on the sides of disturnpiked roads, which were constituted main roads by s. 13 of the Highways and Locomotives (Amdt.) Act, 1878. *In re* BURSLEM (CORPORATION) AND STAFFORDSHIRE COUNTY COUNCIL - [1895] W. N. 146 (4)

5. — *Main roads maintained by urban authority.*] Where an urban authority retains the powers and duties of maintaining the main roads in its district, the amount to be paid to it by the County Council in respect of such main roads can only be settled, in default of agreement, by

COUNTY COUNCIL—Expenses—continued.

the arbitration of the Loc. Gov. Bd. *In re* BEDFORDSHIRE COUNTY COUNCIL AND BEDFORD URBAN SANITARY AUTHORITY Div. Ct. [1894] 2 Q. B. 786

6. — *Police—Cost of maintenance—Borough force—Constables from other force.*] A borough maintaining its own police is entitled under s. 24, sub-s. 2 (j), of the Local Government Act, 1888, to be paid by the County Council one-half of the cost of the pay and clothing of extra police temporarily added from another police force under s. 25 of the Police Act, 1890, and paid for by agreement. *REG. v. COUNTY COUNCIL OF WEST RIDING OF YORKSHIRE* C. A. [1895] 1 Q. B. 806

Powers.

By the Highways and Bridges Act, 1891 (54 & 55 *Vict. c. 63*), further powers with respect to main roads and other highways and bridges were conferred on county councils and other authorities.

By the Local Government Act, 1894 (56 & 57 *Vict. c. 73*), further powers with respect to parish and district councils were given to county councils.

Rules of the Supreme Court dated Aug. 10, 1892, as to determining questions under s. 29 of the Loc. Govt. Act, 1888, as to the transfer of powers to county councils. [1892] W. N. (Appx. of O. & B.) p. 29; St. B. & O. 1892, p. 906.

1. — *Appeal as to transfer of powers.*] The jurisdiction of the High Court upon questions submitted to them under s. 29 of the Local Government Act, 1888, was consultative only, and not judicial. Consequently no appeal can lie from their decision. *Ex parte* COUNTY COUNCIL OF KENT AND THE COUNCIL OF THE BOROUGH OF DOVER AND SANDWICH (No. 2)

[C. A. [1891] 1 Q. B. 795

[*But see now* Loc. Govt. Act, 1894 (56 & 57 *Vict. c. 73*), s. 70, and Judicature Act, 1894 (57 & 58 *Vict. c. 16*), s. 1, sub-s. 5.]

2. — *Coroners.*] The right of a county council to appoint coroners is confined to cases where coroners were formerly elected by the freeholders under a writ *de coronatore eligendo*, and does not extend to cases where they were appointed by lords of franchises or otherwise than by election by freeholders. *In re* THE LOCAL GOVERNMENT ACT, 1888. *Ex parte* LONDON COUNTY COUNCIL - Div. Ct. [1892] 1 Q. B. 33

3. — *Music and dancing—Licensing committee—Judicial proceedings.*] A county council, in determining applications for music and dancing licences, is acting judicially, and is bound by the same principles as are binding on justices in trying cases:—*Held*, therefore, that where members of the committee appeared by counsel to oppose applications, although they did not vote, the proceedings were void. *REG. v. LONDON COUNTY COUNCIL. Ex parte* AKKERSDYK. *Ex parte* FERMENTIA - Div. Ct. [1892] 1 Q. B. 190

[*This case was distinguished in* ROYAL AQUARIUM v. PARKINSON, C. A. [1892] 1 Q. B. 431.]

4. — *Music and dancing—Licensing committee—Privilege—Defamation.*] The functions of a county council in respect of granting licences for music and dancing are not judicial, but administrative only:—*Held*, therefore, that a councillor

COUNTY COUNCIL—Powers—continued.

is not entitled to absolute immunity for words spoken to the committee, but only to the ordinary privilege attaching to a privileged occasion:—*Held*, also, that notice of action was not necessary under ss. 8, 9 of the Justices Protection Act, 1848. **ROYAL AQUARIUM AND SUMMER AND WINTER GARDEN SOCIETY v. PARKINSON**

[C. A. [1892] 1 Q. B. 431

5. — *Police districts.*] The power to divide a county into police districts is vested in the standing joint committee. *Ex parte LEICESTERSHIRE COUNTY COUNCIL AND THE STANDING JOINT COMMITTEE OF THE COUNTY OF LEICESTER*

[Div. Ct. [1891] 1 Q. B. 53

— *enforcement of Rivers Pollution Prevention Act by.*

See RIVER—Pollution. 3.

Rateability.

Poor-rate—Industrial school.] The County Council are rateable to the poor-rate in respect of the occupation of an industrial school established by justices under the Industrial Schools Acts, 1866 and 1872, and vested in the council by the Local Government Act, 1888. **DURHAM COUNTY COUNCIL v. CHESTER-LE-STREET ASSESSMENT COMMITTEE** - Div. Ct. [1891] 1 Q. B. 330

And see RATES—Rateable Occupation. 11, 14.

COUNTY COURT.

Admiralty Jurisdiction and Practice, col. 227.

Appeal, col. 229.

Bankruptcy Jurisdiction, col. 231.

Committees, col. 231.

Costs, col. 231.

Execution, col. 232.

Jurisdiction, col. 232.

Practice, col. 235.

Reports and Returns, col. 236.

Rules and Orders, col. 237.

Transfer and Remittal, col. 237.

Admiralty Jurisdiction and Practice.

1. — *Appeal.*] Sect. 120 of the County Courts Act, 1888, impliedly repeals ss. 26 and 31 of the County Courts Admiralty Jurisdiction Act, 1868, to the extent of allowing the party aggrieved by the decision of a County Court judge on a point of law to appeal, although the amount is under £50, and although no security for costs has been first given; but in respect of a question of fact the special provisions of the Act of 1868 are unaffected.

(A) *THE "EDEN"* - Div. Ct. [1892] P. 67

(B) *NEPTUNE STEAM NAVIGATION CO. v. SCLATER. THE "DELANO"* - C. A.

[affirm. Div. Ct. [1895] P. 40

2. — *Appeal—Cross-appeal—Amount.*] In an action for over five days' demurrage the County Court allowed a sum under £50 for one day's demurrage. The pliffs. appealed, and the defts. applied for leave to argue a cross-appeal against the judgment giving one day's demurrage:—*Held*, that notwithstanding that the pliffs. had appealed, the defts. could not argue by way of cross-appeal against the allowance of one day's demurrage, for they could not originate an

COUNTY COURT—Admiralty Jurisdiction and Practice—continued.

appeal questioning a judgment for an amount under £50 depending upon an issue of fact. *THE "ALNE HOLME"* - Div. Ct. [1893] P. 178

3. — *Appeal from Divisional Court.*] Where a Div. Ct. alters the judgment of the County Court an appeal lies as of right to the C. A.; for s. 10 of the County Courts Act, 1875, impliedly repeals so much of s. 45 of the Judicature Act, 1873, as is inconsistent with it. And although s. 188 of the County Courts Act, 1888, repealed the whole of the Act of 1875, this repeal (sub-s. 5) does not revive any enactment not in force on Jan. 1, 1889. *THE "DART"* C. A. [1893] P. 33

— *Appeal from Div. Ct. to C. A.*

See SHIP—ADMIRALTY PRACTICE—Appeal. 8.

4. — *Collision—Action against pilot for negligence.*] A County Court has no jurisdiction to entertain an action *in personam* against a pilot in respect of a collision between two ships on the high seas caused by his negligence. *REG. v. JUDGE OF THE CITY OF LONDON COURT (No. 2)*

[C. A. [1893] 1 Q. B. 373

5. — (A) *Costs—Action in High Court.*] A ship was damaged by collision with a dock wall, and the owners claimed and recovered £221 from the dock corporation for negligence:—*Held*, that the jurisdiction given to a County Court by the County Courts Admiralty Jurisdiction Acts, 1868 and 1869, included a claim for damage to a ship by collision with an object other than a ship. *TURNER v. MERSEY DOCKS AND HARBOUR BOARD. THE "ZETA"* - Butt Pres. [1891] P. 216; [revers. by C. A. [1892] P. 255; decision of C. A.

[revers. and that of Butt Pres. restored by [H. L. (E.) [1893] A. C. 466

(B) A plaintiff, except under special circumstances, will not be allowed costs, when, in an action of damage by collision, although he claim more, he does not recover an amount exceeding £300, that being the limit of the County Court jurisdiction under the County Courts Admiralty Jurisdiction Amendment Act, 1869, s. 3, sub-s. 3. *THE "ASIA"* - Hannen Pres. [1891] P. 121

[*Note.*—This case was considered by C. A. in *ROCKETT v. CLIPPINGDALE*, [1891] 2 Q. B. 293, *below*.]

(C) An action was brought in the High Court for £180, damages for collision. The pliff. recovered £100, including £50 paid into Court. The Official Referee refused costs, considering that the action should have been brought in a County Court:—*Held*, that the Official Referee was wrong, on the ground that s. 9 of the County Courts Admiralty Jurisdiction Act, 1868, on which he relied, had been repealed by implication by O. LXV., r. 1. *ROCKETT v. CLIPPINGDALE* [C. A. affirm. Div. Ct. [1891] 2 Q. B. 293

6. — *District where "property to which the cause relates" is lying—County Courts Admiralty Jurisdiction Act, 1869, s. 2, sub-s. 1.*] The pliffs., living at N., brought an action in the N. County Court against defts., living at W., in another district, for demurrage for detention of ship at W. At the commencement of the action the ship was at sea, and the former cargo was not

COUNTY COURT—Admiralty Jurisdiction and Practice—continued.

within the N. district:—*Held*, that as the claim arose out of an agreement made in relation to the use and hire of a ship, the action was rightly brought in the N. County Court. *PUGLEY & Co. v. ROPKINS & Co.* - C. A. affirm. Div. Ct. [1892] 2 Q. B. 184

7. — *Prohibition—Alteration of judgment as to costs.* Where a county court judge includes an order as to costs in his judgment determining the liability of the parties, he has no power to rescind that portion of it, and may be prohibited from so doing. *THE "RECEPTA"* [C. A. [1893] P. 255]

8. — *Salvage—Evidence of value.* In an action for salvage if the pltf. is dissatisfied with the value given in the deft.'s affidavit of value, under the County Court Rules, 1892, O. xxxix. s. rr. 30, 31, 32, he has a right to have the ship appraised, and if he does not exercise this right evidence of the value is inadmissible at the trial and the affidavit of value conclusive. *THE "ABGO"* - - - Div. Ct. [1895] P. 33

9. — *Trial by judge with assessors or by jury.* The general provisions of s. 101 of the County Courts Act, 1888, are limited by s. 10 of the County Courts Admiralty Jurisdiction Act, 1868, and do not apply to the trial of causes of salvage and towage or collision, so that if one party asks for a jury and another for assessors, the trial must be by judge and assessors. *THE "TYNWALD"* - - - Div. Ct. [1895] P. 143

10. — *Venue.* (A) Action in N. Court for damage to ship at P. within the P. County Court district:—*Held*, that as the pltf.'s ship was at N. when the action commenced, the judge of the N. County Court had jurisdiction. The County Courts Admiralty Jurisdiction Acts, 1868, 1869, are to be read as one Act. *THE "COUNTY OF DURHAM"* - - - Div. Ct. [1891] P. 1

(B) Under s. 74 of the County Courts Act, 1888, an Admiralty action can be commenced in the County Court district in which the defts. dwell or carry on their business. *THE "HERO"* [Div. Ct. [1891] P. 294]

(C) The pltf's, living at N., brought an action in the N. County Court against the defts. living at W. (in another county court district), for demurrage for detention of ship at W. The ship was again at sea, and its former cargo was not within the N. district:—*Held*, (1) that as the claim arose out of an agreement made in relation to the use and hire of a ship, it fell within s. 2, sub-s. 1 of the County Courts Admiralty Jurisdiction Act, 1869, and (2) that as the ship was at sea, sub-s. 2 and not sub-s. 1 of s. 21 of the Act of 1868 applied, and the action was rightly brought in the N. County Court; (3) that the Acts of 1868 and 1869 were not affected by s. 56 of the County Courts Act, 1888, which brought the action within the common law jurisdiction of the Court. *PUGLEY & Co. v. ROPKINS & Co.*

[C. A. affirm. Div. Ct. [1892] 2 Q. B. 184]

Appeal.

By the Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 Vict. c. 16), appeals

COUNTY COURT—Appeal—continued.

from County Courts to Divisional Courts were regulated.

— in Admiralty case.

See COUNTY COURT—Admiralty Jurisdiction. 1—3, above.

— *Bankruptcy.*

See BANKRUPTCY—APPEAL.

1. — *City of London Court—Judge's notes—Shorthand notes.* On an appeal from the City of London Court on the ground of misdirection as it is impossible to request the judge to make a note at the time when the point arises, as the point does not arise till the close of the summing-up, the judge is not bound to furnish a copy of his note. Therefore an appellant is entitled to obtain a transcript of the notes taken by the shorthand writer employed by the corporation, and the costs thereof, but only such costs as are necessary; in ordinary cases only the costs of the summing-up ought to be allowed. *BARBER v. BURT*

[Div. Ct. [1894] 2 Q. B. 437]

2. — *Contempt of Court—"Matter."* An order of a County Court judge fining a person for assaulting a County Court bailiff in the execution of his duty is not appealable, as the proceeding is not a "matter" within s. 186 of the County Courts Act, 1888.—*Seem*, that a proceeding, in respect of which there is a form of summons appended to the rules, is a "matter" within the s., although there is no rule prescribing how it shall be commenced. *LEWIS v. OWEN*

[Div. Ct. [1894] 1 Q. B. 102]

3. — *Death of party to appeal.* Where after entry of an appeal from a County Court one of the parties dies, the High Court has jurisdiction to add his personal representative. *BLAKEWAY v. PATTERSHALL*

[Div. Ct. [1894] 1 Q. B. 247]

4. — *Extension of Time.* No distinction or practice ought to be recognised, as governing the exercise of the discretion vested in the Court, between applications for extension of time made previous to the trial and applications made after judgment. *CUSACK v. LONDON AND NORTH WESTERN RAILWAY CO.* C. A. [1891] 1 Q. B. 347

— *Forma pauperis.*

See PRACTICE—FORMA PAUPERIS. 1, 3.

5. — *New trial—Order for.* Whether the verdict was against the weight of evidence is a question of fact for the County Court judge. If to the decision of that question he apply the rule of law stated by the H. L. (E.) in *Metropolitan Railway Co. v. Wright* (11 App. Cas. 152), there is no appeal from his decision. *How v. LONDON AND NORTH WESTERN RAILWAY CO.*

[Div. Ct. [1891] 2 Q. B. 496;

affirm. by C. A. [1892] 1 Q. B. 391]

6. — *New trial—Refusal to grant—51 & 52 Vict. c. 43, s. 120.* An appeal lies against the refusal of a County Court judge to grant an application for a new trial, on the ground that his decision was wrong in point of law. *POLE v. BRIGT* - - - Div. Ct. [1892] 1 Q. B. 603

7. — *Point of law not raised at trial—51 & 52 Vict. c. 43, s. 120.* Under s. 120 and the follow

COUNTY COUNCIL—Appeal—continued.

ing clauses of the County Courts Act, 1888, there is no right of appeal from a County Court, except upon a question of law raised and submitted to the County Court judge at the trial. *SMITH v. BAKER & SONS*

[H. L. (E.) [1891] A. C. 335]

8. — *Probate—"Point of law."* A decision by a County Court judge, that he could not revoke a grant of letters of administration in the absence of fraud, is a decision on a point of law from which an appeal lies under the joint operation of ss. 54-58 of the Court of Probate Act, 1857, and s. 120 of the County Courts Act, 1888. *COPELAND v. SIMISTER*

[Div. Ct. [1893] P. 16]

9. — *Notice of appeal—Service of.* The notice of motion referred to in R. S. C. O. LIX., r. 12, must be served on the respondent's solicitors within the twenty-one days prescribed. Service on the London agents is not sufficient. *POWELL v. THOMAS*

Div. Ct. [1891] 1 Q. B. 97

10. — *Rivers Pollution Act, 1876.* An appeal from a County Court on the merits under s. 11 of the Act of 1876, is by s. 124 of the County Courts Act of 1888 brought within s. 120. *KIRKHEATON DISTRICT LOCAL BOARD v. AINLEY, SONS, & CO.*

[Per Bowen and Smith L.JJ. [1892] 2 Q. B. 274]

Bankruptcy Jurisdiction.

O. of the L. Chanc., dated Aug. 23, 1893, conferring jurisdiction in Bankruptcy on the Rochdale County Court, and attaching the Bacup district thereto for that purpose. W. N. [1893]

[(Appx. of O. & E.) p. 4]

See BANKRUPTCY—SMALL BANKRUPTCY.

Committals.

O. of the Secy. of State, dated June 18, 1891, directing to what prisons committals by County Court judges may be made. St. R. & O. 1891, p. 101.

Further O. dated Nov. 2, 1891. St. R. & O. 1891, p. 102.

O. of the Secy. of State, dated Feb. 26, 1895, as to committals to Leves and Reading Prisons. St. R. & O. 1895, No. 93, L. 3. Price 3d.

O. of the Secy. of State, dated Feb. 25, 1895, as to committals to Swansea and Brecon Prisons. St. R. & O. 1895, No. 92, L. 4. Price 3d.

Costs.

— *Admitted set-off.*

See below, **Jurisdiction. 2.**

1. — *Higher and lower scale—Solicitor and client—Party and party.* Where the sum claimed is over £10, but the sum recovered is under £10, costs as between party and party must be taxed on the lower scale; but the taxing officer may, as between solicitor and client, allow a larger sum, so that it does not exceed the higher scale. *In re LANGLOIS AND BIDEN*

- C. A. [1891] 1 Q. B. 349

2. — *Refreshers to counsel.* A County Court has jurisdiction to allow refreshers to counsel when a case cannot be heard on the day fixed for hearing, "and is adjourned for want of time." *HEAP v. PEART*

- Div. Ct. [1891] 1 Q. B. 110

3. — *Remitted action—Payment of part of*

COUNTY COURT—Costs—continued.

claim—Transfer as to remainder—County Courts Act, 1888, s. 65. Where in an action in the High Court for more than £50, part was paid in under O. XIV., and the action remitted to a County Court as to remainder, and that was paid in in the County Court:—*Held*, that *plff.* had recovered the whole amount in the action, and was therefore entitled to costs on Scale C (over £50). *KEBLE v. BENNETT*

Div. Ct. [1894] 2 Q. B. 329

4. — *Remitted action—Sum recovered less than £20—County Courts Act, 1888, ss. 65, 116.* An action of contract, which could have been brought in the County Court, was commenced in High Court and remitted, after some proceedings, to the County Court, where less than £20 was recovered:—*Held*, that the *plff.* was not entitled to any costs. *WHITE v. COHEN*

[C. A. [1893] 1 Q. B. 580]

5. — *Remitted action—County Courts Act, 1888, ss. 65, 116.* An action of contract brought in the High Court for more than £50 was remitted to the County Court after the *plffs.* had recovered less than £20 under O. XIV. They recovered in all less than £50:—*Held*, that *plffs.* were not entitled to costs on the Supreme Court scale in respect of the part of the proceedings which had taken place in the High Court. *WILSON v. STATHAM*

- Div. Ct. [1891] 2 Q. B. 261

6. — *Signature of particulars—County Court Rules, 1889, O. XXVII., r. 4, Sched. "Costs."* The rule requiring particulars and copies to be signed by the solicitor in order that he may claim costs, is satisfied if the particulars be signed by the solicitor's clerk in pursuance of a general or special authority for that purpose. *FRANCE v. DUTTON*

- Div. Ct. [1891] 2 Q. B. 206

Execution.

Stay—Sufficient cause. The mere inability of a debt. to pay owing to want of means is not a "sufficient cause," within s. 153 of the County Courts Act, 1888, to give the judge jurisdiction to stay execution. *ATTENBOROUGH v. HENSCHKE*

[Div. Ct. [1895] 1 Q. B. 833]

Fees.

See "Table of Rules and Orders Issued," p. cxxlix.

Jurisdiction.

1. — *Acquiescence—Prohibition* Where total absence of jurisdiction appears on the face of the proceedings in a county court, the Supreme Court is bound to grant prohibition although the applicant may have acquiesced in the exercise of jurisdiction by the county court. *FARQUHARSON v. MORGAN*

- C. A. [1894] 1 Q. B. 552

And see **PROHIBITION. 2.**

2. — *Admitted set-off—Admission by *plff.* only.* Where a set-off is admitted on the writ by the *plff.* and adopted and acquiesced in throughout the proceedings by the debt., it is an admitted set-off within s. 57 of the County Courts Act, 1888. *LOVEJOY v. COLE*

[Div. Ct. [1894] 2 Q. B. 661]

— *Admiralty.*

See **Admiralty Jurisdiction**, above.

3. — *Agricultural Holdings Act, 1883—Registrar referee—County Court Rules, 1839, O. XL., r. 7*

COUNTY COURT—Jurisdiction—continued.

—*Costs.*] So much of O. XL, r. 7, of the County Court Rules, 1889, as provides that an application to appoint a referee under the Agricultural Holdings Act, 1883, may be disposed of by the registrar unless one of the parties gives written notice of his desire to be heard before the judge, is *ultra vires* and bad.

A referee or umpire making an award under the Act cannot order costs to be paid as between solicitor and client. *In re GRIFFITHS & MORRIS*

[Div. Ct. [1895] 1 Q. B. 866

— *Bankruptcy.*

See *Bankruptcy Jurisdiction*, above.

— *Building Society—Winding-up.*

See *BUILDING SOCIETY—Winding-up*. 4.

4. — *Cause of Action.*] In an action to recover the price of goods sold and delivered the default in payment is part of the cause of action. Therefore, where A., who carried on business at B., sold and delivered goods to G., the contract being made and the goods delivered out of the jurisdiction of the Court at B., but payment was to be made at B., held that the Court at B. had jurisdiction. *NORTHEY STONE CO. v. GIDNEY*

[C. A. affirm. Div. Ct. [1894] 1 Q. B. 99

5. — *City of London Court—Company, winding-up—Transfer.*] A transfer of winding-up proceedings can only be made to an inferior Court having jurisdiction under the Companies (Winding-up) Act, 1890, over cos. in liquidation. The City of London Court is not such a Court, as it has no bankruptcy jurisdiction. *In re REAL ESTATES CO.* V. *Williams J.* [1895] 1 Ch. 398

And see *BUILDING SOCIETY—Winding-up*. 4.

6. — *City of London Court—Pro forma judgments.*] It is not competent for the judge of the City of London Court, when there is a conflict of evidence in a case without a jury, to give judgment *pro forma* in favour of the party to whom his mind inclines, and to grant a new trial before a jury as a matter of course to the other party. *MARSHALL v. BLUMAN* - - Div. Ct. [1893]

[W. N. 184

7. — *City of London Court—Special jurisdiction.*] The jurisdiction given by s. 39 of the London (City) Small Debts Extension Act, 1852, over debtors, who do not dwell or carry on business, but only "have employment" in the City, is not taken away by ss. 74, 185, of the Act of 1888. *KUTNER v. PHILLIPS* Div. Ct. [1891] 2 Q. B. 267

8. — *Company winding-up—Building society.*] Where a society registered under the Building Societies Act, 1874, is being wound up in a county court, a special case for the opinion of the High Court may be stated under s. 3 (3) of the Companies (Winding-up) Act, 1890. *Semble*, the enactments from time to time in force, whether previous or subsequent to the Building Societies Act, 1874, for winding up cos. in the Chancery Division apply to such winding-up in the County Court. *Semble*, that s. 164 of the County Courts Act, 1888, gives power to frame such rules only as regulate the practice of the County Court. *In re PORTSEA ISLAND BUILDING SOCIETY*

[V. *Williams J.* [1895] 3 Ch. 205

9. — *Company winding-up—Title to property.*

COUNTY COURT—Jurisdiction—continued.

A County Court judge has no jurisdiction under the Companies Acts to decide questions of title to property between the liquidator and a stranger which arose before the commencement of the winding-up. *In re LIXLEY HOTEL CO.*

[Div. Ct. [1893] 1 Q. B. 248

10. — *Company winding-up—Metropolitan County Courts.*] The Metropolitan County Courts have no jurisdiction to wind up companies. Their districts are attached for winding-up purposes to the High Court. *In re COURT BUREAU, LD.* (No. 2) [Stirling J. [1891] W. N. 15

11. — *Contempt of Court.*] A County Court judge has no jurisdiction under s. 26 of the Solicitors Act, 1860, to commit for contempt an unqualified person who has acted in a County Court action. *REG. v. JUDGE OF BROMPTON COUNTY COURT* - Div. Ct. [1893] 2 Q. B. 195

12. — *Easement—Jurisdiction to try questions involving right to.*] The deft. claimed as an "easement" the right, as one of the public, to ground his barge on the bed of a navigable river:—*Held*, that the County Court judge had no jurisdiction to try the case. The jurisdiction to try cases involving easements given by County Courts Act, 1888, s. 60, only applies to easements in respect of which there exist dominant and servient tenements. *HAWKINS v. RUTTER*

[Div. Ct. [1892] 1 Q. B. 668

13. — *Executory agreement for lease.*] The deft. entered on premises of value over £500 under an executory agreement for a lease. He subsequently gave six months' notice and left. An action was brought for rent in the County Court:—*Held*, that the equitable doctrine that a person who enters under such an agreement is to be treated as in under its terms can only be applied where the Court in which the action is brought has concurrent jurisdiction in law and equity, and that the plff. could not recover. *FOSTER v. REEVES* - C. A. affirm. Div. Ct.

[1892] 2 Q. B. 255

— *Industrial society—Winding-up.*

See *INDUSTRIAL AND PROVIDENT SOCIETY*. 3, 4.

14. — *Infringement of patent.*] The right or privilege granted by letters patent for a new invention is a "franchise" within the meaning of s. 56 of the County Courts Act, 1888, and, therefore, an action in which the validity of a patent comes in question cannot be tried in a County Court. *REG. v. JUDGE OF THE HALIFAX COUNTY COURT* - Div. Ct. [1891] 1 Q. B. 793; [affirm. by C. A. [1891] 2 Q. B. 263

15. — *Interpleader—Action for commission—Claims by different parties.*] The plffs., auctioneers, sued the defendant for £35 12s., agreed commission, in respect of the sale of a house. A second firm of auctioneers claimed £25 from the deft., for commission in respect of the same sale of the same house:—*Held*, that the County Court could not give the deft. relief by way of interpleader. *GREATOREX v. SHACKLE* Div. Ct. [1895]

[2 Q. B. 249

16. — *Lunatic—Vesting order.*] A County Court judge has no jurisdiction under the Lunacy Act, 1890, s. 132, to make a vesting order for the

COUNTY COURT—Jurisdiction—continued.

transfer of stock standing in the name of a lunatic.
In re NOYCE. HILLEARY v. NOYCE

[Div. Ct. [1892] 1 Q. B. 97;

[affirm. by C. A. [1892] 1 Q. B. 642

17. — *Question of title.* The plfff. sued in the High Court for damage to his reversion by reason of the deft.'s interference with the flow of water through a pipe under the deft.'s land to which the plfff. claimed to be entitled in respect of his premises. The deft. refused to admit the plfff.'s title to the easement claimed, pleaded leave and licence from the plfff.'s tenant, and, while denying liability, brought 40s. into court. The plfff. took the 40s. out of court in satisfaction of his claim. The yearly value of the premises in respect of which the easement was claimed exceeded £50.—*Held*, that the action could not have been commenced in the County Court, because a question of title to a hereditament arose which that Court had no jurisdiction to try. *HOWORTH v. SUTCLIFFE* - C. A. [1895] 2 Q. B. 358

18. — *Remitted action—Counter-claim.* A plfff. claiming £25 recovered £8 under O. XIV. discontinued. The deft. had counter-claimed. A Master of the High Court then remitted the counter-claim of £18 10s. to the City of London Court.—*Held*, that under s. 65 of the County Court Act, 1888, there was no jurisdiction to remit the counter-claim. *REG. v. JUDGE OF CITY OF LONDON COURT* (No. 1) Div. Ct. [1891] 2 Q. B. 71

19. — *Remitted Action—Unliquidated damages.* (A) The claim of a plfff. for unliquidated damages cannot be remitted to a County Court under s. 65 of the County Courts Act, 1888, even where the writ is indorsed with a claim for a specified sum. *BASSETT v. TONG*

[Div. Ct. [1894] 2 Q. B. 332

(B) An action of contract brought in the High Court for a sum not exceeding £100, to which a counter-claim for unliquidated damages is pleaded, can be remitted to the County Court. *GUILFORD v. LAMBETH*

[Div. Ct. [1894] 2 Q. B. 822;

[affirm. by C. A. [1895] 1 Q. B. 93

— *Remitted action—Taxation of costs.*

See COUNTY COURT—Costs. 8—5.

20. — *Tithe—Redemption money.* A county court has jurisdiction under ss. 2, 10 (4), of the Tithe Act, 1891, to make an order for recovery of redemption money and expenses. *REG. v. PATERSON* - Div. Ct. [1895] 1 Q. B. 81

— *Transfer.*

See below, Transfer and Remittal.

21. — *Writ of fieri facias—Company—Winding-up.* Although s. 1 (6) of the Companies (Winding-up) Act, 1890, gives to the county court winding up a co. "all the powers of the High Court," the County Court has no jurisdiction to issue a writ of fieri facias to the sheriff to enforce by execution an order of that Court directing a person to pay moneys received by him on behalf of the co. to the liquidator. *In re BASSETT'S PLASTER CO.* - Div. Ct. [1894] 2 Q. B. 96

Practice.

1. — *Discovery—Married Woman.* Where a

COUNTY COURT—Practice—continued.

judgment or order has been obtained against a married woman for the recovery or payment of money, an order may under O. xxv., r. 52, of the County Court Rules, 1892, be made for her examination as to her separate estate. *COUNTRESS OF AYLESFORD v. GREAT WESTERN RAILWAY CO.*

[C. A. [1892] 2 Q. B. 626

2. — *Jurisdiction of registrar—Power to strike out counter-claim—Prohibition.* Where a registrar on a default summons gave judgment without further proof of the debt and struck out the counter-claim:—*Held*, that even if he was wrong in so doing, it was a matter for appeal and not for prohibition. *HOOPER v. HILL*

[C. A. affirm. Div. Ct. [1894] 1 Q. B. 659

3. — *Payment into Court—Denial of liability.* In an action in the county court to recover £27 for work done, the defts. paid £10 into court without denial of liability:—*Held*, that the payment into court merely admitted a liability to the extent of £10, and that except as to that amount the defendants were not precluded from shewing that the work was not done at their request. *HENNELLY v. DAVIS* - Div. Ct. [1893]

[1 Q. B. 367

4. — *Right of audience of solicitors—County Court Act, 1888, s. 72.* A solicitor who has taken out his certificate and who is employed as managing clerk by a firm of solicitors has no right of audience in matters in which his employers are retained, although he has the entire management of the proceedings, as he is not "the solicitor acting generally in the action." *REG. v. OXFORDSHIRE COUNTY COURT JUDGE* (REG. v. SNAGGE) - Div. Ct. [1894] 2 Q. B. 440

5. — *Summons issued out of district—Affidavit, form of—Claim exceeding £5.* In the affidavit for leave to issue a default summons out of the district, paragraph 4 of the Form 14a of the County Court Rules, 1892 (that deft. is not a domestic or menial servant, &c.), is not material when the amount exceeds £5, and it is not necessary to insert the paragraph. The marginal note to the paragraph is incorrect. *GORDON v. EVANS*

[C. A. [1894] 1 Q. B. 248

Reports and Returns.

PROCEEDINGS GENERALLY.] Reports with tables as to proceedings in the County Courts during each of the years 1890—1893 are included in Part II. of the Judicial Statistics for those years.

The Statistics for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1894	C. 7510	95	1	s. d. 0 10
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

COUNTY COURT—Reports and Returns—contd.

NUMBER OF PLAINTS AND SITTINGS.] *Returns of the number of Plaints and Sittings during each of the years 1890—1894 are published as follows:—*

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1894	{ 1895 } { Sess. 2 }	476	..	..	s. d. 1 0½
1893	1894	289	71	15	1 0½
1892	1893-4	370	74	Pt. i. 19	1 0
1891	{ 1892 } { Sess. 2 }	8	65	5	0 11
1890	1890-1	337	64	119	0 9½

Rules and Orders.

Reference to the whole of the County Court Rules issued prior to 1890 and in force (Jan. 1, 1893) is given in the "Index to the Statutory Rules and Orders," 1893 edition. St. O. P.

For list of Rules and Orders issued (1890-95), see "Table of Rules and Orders Issued," p. ccclix.

Seem, that s. 164 of the County Courts Act, 1888, gives power to frame such rules only as regulate the practice of the County Court, and not, e.g., to frame a rule in the terms of s. 3 (5) of the Companies (Winding-up) Act, 1890. *In re PORTSEA ISLAND BUILDING SOCIETY*

[V. Williams J. [1893] 3 Ch. 205]

Transfer and Remittal.

1. — *Remittal*—"Convenient"—*Court*.] Under s. 65 of the Act of 1888, a judge in chambers has jurisdiction to send actions of contract for an amount under £100 for trial in the County Court "in which the action might have been commenced," whether by leave or as of right, or "in any Court convenient thereto," i.e., convenient to the parties. *BURKILL v. THOMAS*

[Div. Ct. [1892] 1 Q. B. 99;

[affirm. by C. A. [1892] 1 Q. B. 312]

2. — *Remittal*—"Action"—*Tort*—*Counter-claim*.] In an action in the High Court the deft. counter-claimed for damages for slander, the deft. became bankrupt, and the action was stayed except as to the counter-claim. The plff. sought to have security for costs, or else to have the action remitted.—*Held*, that the counter-claim for tort was not an "action" within the meaning of s. 66 of the County Courts Act, 1888, and there was no jurisdiction to remit it. *DELOBBEL-FLIPO v. VARTY* - - Div. Ct. [1893] 1 Q. B. 663;

And see above, *Jurisdiction*. 18, 19.

3. — (A) *Remittal*—*Jurisdiction of High Court*.] A deft. to a case in the High Court died intestate, and, before an administrator was appointed, the case was remitted. An application was subsequently made by the administrator to the High Court on the ground that the remittal did not apply to him. Application refused. After a case has once been remitted, although irregularly, to a County Court, all proceedings must be taken in that Court. The High Court

COUNTY COURT—Transfer and Remittal—contd.

has no longer jurisdiction to make an order in the action. *DUKE v. DAVIS*

[Div. Ct. [1893] 2 Q. B. 107;

[affirm. by C. A. [1893] 2 Q. B. 260]

(B) After transfer from the High Court to the County Court, a High Court judge has no jurisdiction to make any order in the action. *HARRIS & SONS v. JUDGE C. A. [1892] 2 Q. B. 565*

— *Remitted action*—*Costs*.

See above, *Costs*. 3—5.

4. — *Transfer*—*Building society*—*Winding-up*.] Notwithstanding r. 146 of the County Court Rules, 1892, there is no power to transfer to the High Court the winding-up of a society registered under the Building Societies Act, 1874. *In re REAL ESTATES CO. V. Williams J. [1893] 1 Ch. 398*

[But see now the Building Societies Act, 1894 (57 & 58 Vict. c. 47), s. 8.]

COUNTY RATE

See COUNTY—Rate.

COUPON.

See STAMPS. 2.

COURSING.

— Rabbits.

See CRIMINAL LAW—CRUELTY TO ANIMALS. 2.

COURT.

Jurisdiction.] *Held*, on an appeal from the Supreme Court of Trinidad and Tobago, that that Court, sitting in appeal, could not exercise a jurisdiction not possessed by the Court of First Instance. *ATTORNEY-GENERAL FOR TRINIDAD AND TOBAGO v. ERICHE - J. C. [1893] A. C. 518*

COURT OF CRIMINAL APPEAL.

See CRIMINAL LAW—REPORTS AND RETURNS—Court of Criminal Appeal.

COVENANT.

— in Apprenticeship deed.

See APPRENTICE, *passim*.

— to pay money after death—Proof in Bankruptcy.

See BANKRUPTCY—PROOF. 2.

— in Bill of Sale.

See BILL OF SALE—STATUTORY FORM—COVENANT.

— in Conveyance.

See VENDOR AND PURCHASER—Conveyance; Title.

— of Infant.

See INFANT—Contracts. 7.

— contract affecting Land.

See PRACTICE—SERVICE—Out of Jurisdiction. 14.

— in Lease.

See LANDLORD AND TENANT—LEASE. 7—20.

— to settle after-acquired Property.

See INFANT—Settlement. 1, 2.
SETTLEMENT—Construction. 3—5.

— in Restraint of trade.

See RESTRAINT OF TRADE—Covenants in Restraint.

— Right of one tenant in common to sue without joining the others.

See TENANT IN COMMON.

COVENANT—continued.

Restrictive covenant.] A person was in joint or sole occupation of a house, and managing the business in it, with notice of the covenants restricting its user, and was using the house in a way forbidden by the restrictive covenants:—*Held*, that an injunction could be granted restraining him from such user. A mere occupier is liable to such an injunction. *MANDER v. FALCKE* (No. 1) - - C. A. [1891] 2 Ch. 554 — in *Separation Deed*.

See **DIVORCE—SEPARATION—Separation Deed.** 1, 2.

COVER.

See **GAMING—Validity of Gaming, &c., Contracts.** 8.

CREDITON.

See **STREETS AND BUILDINGS—Projecting Signs.**

CREDITORS.

— Execution.

See **COMPANY—DEBENTURE.** 19; **SHERIFF.**

— Meeting of.

See **COMPANY — WINDING-UP — FIRST MEETING OF CREDITORS.**

— Notice to.

See **BANKRUPTCY—ACT OF BANKRUPTCY — Circular to Creditors.**

— Priority.

See **EXECUTOR—Liabilities.** 4.

— Protection of.

See **FRAUDULENT CONVEYANCE.**

— Secured.

See **BANKRUPTCY—SECURED CREDITOR.**

CREDITORS' DEED.

— Construction of.

See **DEED—Construction.** 3.

CREMATION.

Faculty.] The Ecclesiastical Court will not grant a faculty for the removal of remains after burial for cremation *Semble*, that where there has been a cremation under the directions of the deceased there is no legal objection to the burial of the resulting ashes in consecrated ground accompanied with the use of the Burial service. *In re DIXON* - - (Consist. Ct. of London) [[1892] P. 386

CRIMINAL APPEAL.

See **CRIMINAL LAW—PROCEDURE.** 6.
SUMMARY PROCEEDINGS—Appeals to High Court.

“CRIMINAL CAUSE OR MATTER.”

— Appeal.

See **PRACTICE—APPEAL—Appeals to Court of Appeal.** 10—12.

— Appeal to Privy Council.

See **JUDICIAL COMMITTEE—Practice.** 4.

CRIMINAL CHARGE.

— Costs of defence to—Bankruptcy.

See **BANKRUPTCY—ASSETS.** 19.

CRIMINAL LAW.

Costs of Prosecution, col. 240.

Cruelty to Animals, col. 240.

Cruelty to Children, col. 240.

Evidence, col. 240.

Offences against the Administration of Justice, col. 241.

CRIMINAL LAW—continued.

Offences against Morality, col. 242.

Offences against the Person, col. 242.

Offences against Property, col. 243.

Offences by Public Officers, col. 244.

Offences against the State, col. 244.

Procedure, col. 245.

Reports and Returns, col. 246.

CRIMINAL LAW—APPEAL.

— Appeal to High Court.

See **SUMMARY PROCEEDINGS—Appeals to High Court.**

— Appeal to Privy Council.

See **JUDICIAL COMMITTEE—Practice.** 4.

— Appeal to Quarter Sessions.

See **SUMMARY PROCEEDINGS—Appeals to Quarter Sessions.**

CRIMINAL LAW—BANKRUPTCY OFFENCES.

See **BANKRUPTCY—OFFENCES.**

CRIMINAL LAW—COSTS OF PROSECUTIONS.

Regs. of Secy. of State dated Feb. 27, 1895.
St. B. & O. 1895, No. 106, L. 5. Price 3d.

Regs. of Secy. of State dated Dec. 21, 1895.
St. B. & O. 1895, No. 585, L. 34. Price 3d.

CRIMINAL LAW—CRUELTY TO ANIMALS.

1. — *Caged lions—Domestic animals.*] Lions kept in a cage and kept in subjection and made to jump over a board are not “domestic animals” within 12 & 18 Vict. c. 92, s. 29, and 17 & 18 Vict. c. 60, s. 3, and an information for treating them cruelly was *held bad*. *HARPER v. MARCKS* [Div. Ct. [1894] 2 Q. B. 319]

2. — *Rabbit coursing—“Domestic animals.”*] Persons who have captured and kept wild rabbits for coursing, and who have ill-treated the rabbits during the coursing, cannot be convicted of cruelty to animals, rabbits in this case not being “domestic animals” within 12 & 13 Vict. c. 92, s. 29, and 17 & 18 Vict. c. 60, s. 3. *APLIN v. PORRITT* - - Div. Ct. [1893] 2 Q. B. 57

CRIMINAL LAW—CRUELTY TO CHILDREN.

By the Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), the law for the prevention of cruelty to children was consolidated.

CRIMINAL LAW—EVIDENCE.

1. — *Accomplice—Corroboration.*] It is not the law that a prisoner must necessarily be acquitted in the absence of corroborative evidence, and the evidence must be laid before the jury in each case. It is the practice to warn the jury that they ought not to convict unless they think that the evidence of an accomplice is corroborated. *In re MEUNIER* - - Div. Ct. [[1894] 2 Q. B. 415]

2. — *Admissibility—Evidence of criminal acts other than those charged.*] Evidence tending to shew guilt of crim. acts other than those charged is not admissible except upon the issue whether the acts charged were designed or accidental, or unless to rebut a defence otherwise open. *M.* and his wife were convicted of the murder of an infant, received from its mother on representations as to their willingness to adopt it on payment of a sum inadequate to its support beyond a very limited time, and whose body was found buried in the garden of a house occupied by them:—*Held*, that evidence of other infants having been

CRIMINAL LAW—EVIDENCE—continued.

received from their mothers on like representations and terms, and that bodies of infants had been found buried in the gardens of several houses occupied by the prisoners, was relevant to the issue. *MAKIN v. ATTORNEY-GENERAL FOR NEW SOUTH WALES* - J. C. [1891] A. C. 57

3. — *Confession*.] Before a confession can be received in evidence of criminality it must be proved affirmatively that the confession was free and voluntary, that is, that it was not preceded by any inducement held out by any person in authority to make a statement. In this case the inducement was held out by the employer of the prisoner to his relatives, and it was inferred, but not proved, that it was communicated to the prisoner. No sufficient proof was given that the confession was free and voluntary:—*Held*, that it was inadmissible in evidence. *REG. v. THOMPSON* [C. C. R. [1893] 2 Q. B. 12

4. — *Handwriting, proof of, by comparison—Expert.*] A witness giving evidence to prove handwriting need not have gained his skill in comparing handwriting in the way of his profession or business. It is sufficient if he is experienced. *REG. v. SILVERLOCK* C. C. R. [1894] 2 Q. B. 766

5. — *Map of inclosure award whether admissible to prove boundaries of highway.*] A map of an inclosure award is inadmissible to prove the boundaries of a highway against a debt on an indictment for obstructing a highway, whose property is adjacent to the highway, and who was not subject to the jurisdiction of the Inclosure Commrs. in making their award. *REG. v. BARKER* [Div. Ct. [1894] 1 Q. B. 823

— *Misreception—New trial.*

See, below, PROCEDURE. 7.

CRIMINAL LAW—EXTRADITION.

See EXTRADITION.

CRIMINAL LAW—LIBEL.

See DEFAMATION—LIBEL. 3.

And see below, PROCEDURE. 5.

CRIMINAL LAW—NUISANCE.

See CRIMINAL LAW—PROCEDURE. 3, 6.
NUISANCE—What amounts to. 6, 14, 15.

CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE.

1. — *Fabricating evidence for future use.*] It is the custom among merchants on the arrival of a cargo of grain to take samples sealed by both buyer and seller, in case arbitration proceedings might be necessary. The debt, who had been appointed to take the samples, tampered with the sample-bags, and substituted inferior grain with intent that the samples so altered should be used in evidence:—*Held*, that this was an indictable misdemeanour at common law. *REG. v. VERNON* - C. C. R. [1891] 1 Q. B. 360

2. — *Perjury—Materiality.*] All false statements wilfully and corruptly made by a witness as to matters which affect his credit are material, and he is liable to be convicted of perjury in respect of them. A person charged with selling beer without a licence swore falsely that on a previous charge he had not authorized a plea of guilty, and that such plea was without his knowledge and against his will:—*Held*, that as such

CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE—continued.

statements affected his credit as a witness they were material, and that he was rightly convicted of perjury. *REG. v. BAKER*

[C. C. R. [1895] 1 Q. B. 797

CRIMINAL LAW—OFFENCES AGAINST MORALITY.

"*Brothel*."—*Criminal Law Amendment Act, 1885, s. 13, sub-s. 1.*] A woman who occupies a house and is therein visited by men who have immoral intercourse with her cannot be convicted of keeping a brothel, where she is the only woman so occupying or using the house. *SINGLETON v. ELLISON* - Div. Ct. [1895] 1 Q. B. 607

And see SUMMARY PROCEEDINGS—Jurisdiction. 2(c), 13.

— *Betting.*

See GAMING—Offences, &c. INFANT.

— *Inciting infants to borrow.*

See INFANT.

CRIMINAL LAW—OFFENCES AGAINST THE PERSON.

1. — *Aiding and abetting—Felonious wounding—Unlawful wounding.*] Upon the trial of an indictment against two prisoners charging one with feloniously wounding with intent to do grievous bodily harm, and the other with aiding and abetting in the commission of the felony, if the principal be convicted of the misdemeanour of unlawfully wounding the second prisoner may be convicted of aiding and abetting him therein. *REG. v. WAUDBY* - C. C. R. [1895] 2 Q. B. 482

2. — *Discharge of loaded arms—Evidence of attempt.*] Evidence that the prisoner tried to fire a loaded revolver, and would have fired but for the forcible interference of bystanders:—*Held*, sufficient proof of an offence within 24 & 25 Vict. c. 100, s. 18. *REG. v. DUCKWORTH*

[C. C. R. [1892] 2 Q. B. 83

3. — *Carnal knowledge of girl between thirteen and sixteen—Aiding and abetting—48 & 49 Vict. c. 69, s. 5.*] A girl between thirteen and sixteen, who aids and abets a male person in having carnal connection with her, or solicits and incites such person to have such connection, has not committed any criminal offence. *REG. v. TYRELL*

[C. C. R. [1894] 1 Q. B. 710

4. — *Carnal knowledge of girl under thirteen—Emission—48 & 49 Vict. c. 69, s. 4.*] To prove the offence of unlawfully and carnally knowing a girl under the age of thirteen, under s. 4 of the Criminal Law Amendment Act, 1885, it is not necessary to prove emission. *REG. v. MARSDEN*

[C. C. R. [1891] 2 Q. B. 149

5. — *Carnal knowledge of girl under thirteen by male under fourteen.*] (A) A male under fourteen cannot be convicted under s. 4 of the Criminal Law Amendment Act, 1885, of carnal knowledge of a girl under thirteen. *REG. v. WAITE* - C. C. R. [1892] 2 Q. B. 600

(B) *Power to convict of indecent assault.*] A male under fourteen who is tried on an indictment under s. 4 of the Criminal Law Amendment Act, 1885, for carnal knowledge of a girl under thirteen, though entitled to acquittal for that offence, may under s. 9 of the Act be convicted of

CRIMINAL LAW—OFFENCES AGAINST THE PERSON—continued.

indecent assault. Whether he might have been convicted of an attempt at rape, *quere*. *REG. v. WILLIAMS* - C. C. R. [1893] 1 Q. B. 320

6. — *Manslaughter—Neglect of person of full age.*] A woman living with and entirely maintained by her aunt so neglected her in illness by not supplying her with food nor medical and other assistance that she died:—*Held*, that the woman was properly convicted of manslaughter. *REG. v. INSTAN* - C. C. R. [1893] 1 Q. B. 450

CRIMINAL LAW—OFFENCES AGAINST PROPERTY.

1. — *Demanding money with menaces.*] In order to constitute the offence of sending a letter demanding money with menaces within s. 4 of the Larceny Act, 1861, it is not essential that the "menace" should be a threat of injury to the person or property of the prosecutor, or a threat to accuse him of a crime; the offence may be committed if there be a threat to accuse him of misconduct not amounting to an offence against the crim. law. *REG. v. TOMLINSON* - C. C. R. [1896] 1 Q. B. 706

2. — *Embezzlement—Clerk or servant—Director of company.*] A director of a limited co., who is also employed as a servant to collect money for the co., is liable to be convicted of embezzlement of such money as a clerk or servant of the co. *REG. v. STUART* - C. C. R. [1894] 1 Q. B. 310

3. — *Embezzlement—Illegal association—Beneficial owners of property.*] A person can be convicted of the embezzlement of the property of an illegally constituted club of which he is a member, for though the club has no legal existence as an association, the members thereof may have a legal existence as beneficial owners of property. *REG. v. TANKARD* - C. C. R. [1894] 1 Q. B. 548

— *False pretences—Form of indictment for offences involving.*

See CRIMINAL LAW—PROCEDURE. 4.

4. — *Intimidation.*] In a conviction under s. 7 of the Conspiracy and Protection of Property Act, 1875, the "acts which he had a legal right to do" must be specified. *REG. v. MCKENZIE*

[Div. Ct. [1892] 2 Q. B. 519

5. — *Intimidation.*] A threat to strike unless the employer ceases to employ non-union men is not intimidation within s. 7 of the Conspiracy and Protection of Property Act, 1875. *CONNOR v. KENT, GIBSON v. LAWSON, CURRAN v. TRELEAVEN* - Lord Coleridge C. J., Mathew, Cave, [A. L. Smith and Charles JJ. [1891] 2 Q. B. 545

6. — *Larceny—Animus furandi—Function of jury.*] Upon a trial for larceny the question whether the goods were taken *animus furandi* is a question of fact for the jury.

A prisoner was indicted for stealing milk; at the conclusion of the case the jury announced that they were not agreed upon their verdict. They were then asked by the chairman whether they believed the evidence for the prosecution, and answered the question in the affirmative: the chairman then directed a verdict of guilty to be entered:—*Held*, that the conviction was bad, there having been no finding by the jury that the prisoner had acted *animus furandi*. *REG. v. FARNBOROUGH* - C. C. R. [1896] 2 Q. B. 484

CRIMINAL LAW—OFFENCES AGAINST PROPERTY—continued.

7. — *Larceny—Money paid or deposited under contract induced by fraud.*] Where the owner of money or goods parts with the possession of them under a contract induced by fraud, but does not intend to part with the property in them until the other party to the contract has fulfilled his part of the bargain, the person so fraudulently obtaining possession of the money or goods may be convicted of larceny by a trick. *REG. v. RUSSETT* - C. C. R. [1892] 2 Q. B. 313

8. — *Larceny—Receiving.*] A servant of carriers removed a parcel in their depot to a different part of the premises and redirected it to the prisoners. The carrier's superintendent being informed of this, inspected the parcel, replaced in the place selected by the thief, and sent it to the prisoners, who received it. The conviction was quashed on the ground that the carriers, having resumed possession before the receipt by the prisoners, the parcel had ceased to be stolen property. *REG. v. VILLENSKY*

[C. C. R. [1892] 2 Q. B. 597

9. — *Misappropriation by agent—Acceptances.*] Certain bills accepted by the prosecutors were delivered to the prisoner to be discounted. The drawer's name was not then filled in. Subsequently the name was filled in and the bills discounted. The prisoner, in breach of a written agreement, misappropriated the money:—*Held*, that the acceptances, at the time of their delivery, were securities for the payment of money within the meaning of s. 75 of the Larceny Act, 1861. *REG. v. BOWERMAN* - C. C. R. [1891] 1 Q. B. 113

10. — *Misappropriation by agent—Money intrusted for safe custody.*] An agent who is intrusted with money without any direction in writing with a view to investment and misappropriates it is guilty of an offence within s. 76 of the Larceny Act, 1861. A bailee cannot be convicted of larceny when he is at liberty or is bound to convert the article delivered to him into something else before returning it or delivering it to the person to whom he is instructed to deliver it.

Written instructions are essential to constitute an offence within s. 75 of the Larceny Act, 1861. *In re BELLECONTRÉ* Div. Ct. [1891] 2 Q. B. 123

11. — *"Obtaining credit"—Bankruptcy Act, 1883, s. 31.*] An intent to defraud is not a material ingredient in the offence of "obtaining credit" within the s. *REG. v. DYON*

[C. C. R. [1894] 2 Q. B. 176

CRIMINAL LAW—OFFENCES BY PUBLIC OFFICERS.

Misconduct by an overseer.] An offence by an overseer, within the meaning of s. 51 of the Parliamentary Registration Act, 1843, is not an indictable misdemeanour. The criminal liabilities of public officers considered. *REG. v. HALL*

[Cent. Crim. Ct. Charles J. [1891] 1 Q. B. 747

CRIMINAL LAW—OFFENCES AGAINST THE STATE.

— *Political offence.*

See EXTRADITION. 3.

Uttering counterfeit coin—Previous conviction.] In ss. 9, 12 of the Coinage Offences Act, 1861, "conviction" means only the finding by the jury

CRIMINAL LAW—OFFENCES AGAINST THE STATE—continued.

of a verdict of guilty or a plea of guilty. Therefore a person so found guilty, and released on recognisance to come up for judgment when called on, when convicted again is a person who has been "previously convicted." *REG. v. BLADY*

[C. C. R. [1894] 2 Q. B. 170]

CRIMINAL LAW—PROCEDURE.

1. — *Adding counts to indictment for offences not included in summons.* Where a person accused of an offence triable summarily elects, under s. 17 of the Summary Jurisdiction Act, 1879, to be tried by a jury, the accused may be committed for trial in respect of any indictable offence disclosed by the depositions; and in cases to which the Vexatious Indictments Act, 1859, does not apply, or in which the operation of that Act is limited by 30 & 31 Vict. c. 35, s. 1, counts may be added in respect of any indictable offence disclosed by the depositions, although the accused was not summoned in respect thereof. *REG. v. BROWN* — C. C. R. [1895] 1 Q. B. 119

— *Appeal from justices—Case stated.*

See SUMMARY PROCEEDINGS—Appeals to High Court. 1—6.

2. — *Comment on prisoner refraining from giving evidence.* Comments by a judge in his summing-up on the fact that a deft. who is competent to give evidence has not tendered himself as a witness are lawful, but may not be expedient. *KORS v. REG. Ex parte KORS*

[J. C. [1894] A. C. 650]

3. — *Costs—Obstruction of highways—16 & 17 Vict. c. 30, s. 5.* On removing by certiorari an indictment containing seven counts into the High Court, the prosecutors bound themselves to pay the deft.'s costs if she were acquitted on the indictment. The deft. was acquitted on five out of the seven counts:—*Held*, that this was not acquittal within the meaning of the recognisance, and the deft. could not claim her costs. *REG. v. BAYARD* — Div. Ct. [1893] 2 Q. B. 181

[*Note.*—16 & 17 Vict. c. 30, s. 5, was repealed by the Statute Law Revision Act, 1892, as being superseded by the Crown Office Rules, 1886.]

4. — *False pretences—Form of indictment.*

(A) An indictment for obtaining or attempting to obtain money by false pretences must aver the person to whom the false pretences were made and the person from whom the money was obtained or attempted to be obtained. *REG. v. SOWERBY* — C. C. R. [1894] 2 Q. B. 173

(B) But a count in an indictment charging that A., by causing to be inserted in a newspaper a fraudulent advertisement (setting it out), did falsely pretend to the subjects of H. M. the Queen that (setting out the false pretence), by means of which false pretence he obtained a cheque from C., though inartificially drawn, was held sufficient. *REG. v. SILVERLOCK*

[C. C. R. [1894] 2 Q. B. 766]

(C) An indictment under s. 95 of the Larceny Act, 1861, charging the receiving goods knowing the same to have been unlawfully obtained by false pretences, is good, although it does not specify the nature of the pretences. *TAYLOR v. REG.* — Div. Ct. [1895] 1 Q. B. 25

CRIMINAL LAW—PROCEDURE—continued.

5. — *Libel—Form of indictment—"Maliciously."* An indictment for libel alleging that the libel was "unlawfully" published is good although it does not allege that the libel was published "maliciously," as s. 5 of the Libel Act, 1843, does not create a new offence nor define an old one, but merely enjoins the punishment for an existing common law offence.—*Semble*, that if it had been necessary to allege malice, the defect was cured by verdict. *REG. v. MUNSLOW*

[C. C. R. [1895] 1 Q. B. 758]

6. — *New trial—Obstruction of highway.* When a deft. is found guilty on an indictment in the Q. B. Div. of obstructing a highway, a new trial may be granted for misdirection, misreception of evidence, and verdict against evidence. *REG. v. BERGER* — Div. Ct. [1894] 1 Q. B. 823

7. — *Subpoena duces tecum—Detention of property for purposes of trial.* Where articles are produced in Court by witnesses, it is right and necessary for the Court to preserve and retain them so that they may be always available for the purposes of justice till the trial is concluded. The possessory title of a purchaser not in market overt of stolen goods is divested by his production of them in Court under a subpoena duces tecum. *REG. v. LUSHINGTON. Ex parte OTTO* — Div. Ct. [1894] 1 Q. B. 420

CRIMINAL LAW—REPORTS AND RETURNS.

General Statistics, col. 246.

Armed Burglaries, col. 247.

Capital Punishment, col. 247.

Corporal Punishment, col. 247.

Court of Criminal Appeal, col. 247.

Probation of First Offenders, col. 247.

Prosecution of Offences, col. 247.

General Statistics.

Reports and Tables shewing each of the years, 1890—1894, the number of persons committed for trial at the Assizes and Sessions, with the result of the proceedings, the number of Crown Cases received for the consideration of the Court of Criminal Appeal, the sums paid by County, Liberty, and Borough Councils for criminal prosecutions at Assizes and Sessions, and for proceedings under the Summary Jurisdiction Act, 1879, and the number and costs of Government prosecutions, form Part I., 2, of the Judicial Statistics for those several years. These returns are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d.
1892	1893-4	C. 7168	103	1	3 8
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	98	1	2 0

CRIMINAL LAW—REPORTS AND RETURNS—
continued.**Armed Burglaries.**

¹ A return relating to armed burglaries in England and Wales during the five years ending Dec. 31, 1892, forms the Parl. Paper, 1893 (254), LXXIV. Pt. II. 157. Price 1½d.

Capital Punishment.

Return of persons sentenced to death for the crime of murder from 1884-1892, stating their ages. Parl. Paper, 1893 (188). LXXI. 981. Price 2d.

Corporal Punishment.

Return relating to. Parl. Paper, 1894 (114). Price 1½d.

Return relating to. Parl. Paper, 1895 (456, Sess. 2). Price ½d.

Court of Criminal Appeal.

Report of Judges in 1892 to Ld. Chanc. recommending the constitution of a Court of Appeal and revision of sentences in criminal cases. Parl. Paper, 1894 (127). LXXI. 173. Price 2½d.

Report from the Select Committee on the Court of Criminal Appeal Bill with the Proceedings of the Committee. Parl. Paper, 1895 (351). Price 1d.

Probation of First Offenders.

Returns showing the working of the Probation of First Offenders Act, 1887, in certain districts during each of the five years, 1890-1894, are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Sesson.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1894	208	71	219	d.
1890	1891	281	64	459	1

Prosecution of Offences.

Returns showing the working during each of the five years, 1890-1894, of the Regulations made in 1886, with statistics, are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Sesson.	Number at foot of Paper.	Vol.	Page.	Price.
1894	1895	264	..	..	s. d.
1893	1894	73	71	231	1 3
1892	1893	162	74, Pt. I.	559	1 1½
1891	1892	114	65	163	1 0
1890	1891	139	64	509	10½

CRIMINAL LAW—SUMMARY PROCEEDINGS.

See SUMMARY PROCEEDINGS.

CRIMINAL SUIT.

— against Clergyman.

See ECCLESIASTICAL LAW—Offences by Clergymen.

CROSS-APPEAL.

See COUNTY COURT—Admiralty Practice. 2.

CROSS-EXAMINATION.

See DIVORCE—EVIDENCE.

PRACTICE—EVIDENCE. 29, 26.

CROWN FIEF.

See JERSEY—Law of Jersey. 1, 2.

CROWN—PREROGATIVE OF.

1. — *Action for ejectment—Equitable defence.*] In an action of ejectment by the Crown a deft. may set up any equitable defence which would be good against a private ptff.

Judgment held to have been rightly entered for the deft. where a concluded contract with the Crown was proved entitling him to the issue of a grant of the land in suit. ATTORNEY-GENERAL FOR TRINIDAD AND TOBAGO v. BOURNE

[J. C. [1895] A. C. 83

2. — *Bona vacantia.*] A friendly society was formed to raise a fund by contributions of members to maintain their widows on the death of all the members and their widows:—*Held*, that the surplus funds did not pass as *bona vacantia* to the Crown. Limits of the prerogative as to *bona vacantia* considered. CUNNACK v. EDWARDS

[Chitty J. [1895] 1 Ch. 499

3. — *Charters.*] The power of the Crown in 1720 as to the grant of charters considered by Lindley L.J.

At that date a prerogative charter could confer the right to sue and be sued, to use a common seal, and to make by-laws, but could not confer a monopoly or render the persons incorporated liable for calls. ELVE v. BORTON

[C. A. [1891] 1 Ch. 501, at p. 507

4. — *Civil service—Prerogative—Tenure of office of servants of the Crown—Right of dismissal.*] (A) A civil servant of the Crown, except in certain special cases where it is otherwise provided, holds his office during the pleasure of the Crown, and may be dismissed at any time, even where some definite period of time was mentioned upon his employment as the term for which he was to be employed. DUNN v. THE QUEEN

[C. A. [1895] W. N. 160 (4)

(B) *Colonial servants of the Crown.*] A colonial government is on the same footing as the home government as to the employment and dismissal of servants of the Crown; and in the absence of special contract they hold their offices during the pleasure of the Crown.—Where A. during the absence on leave of B. was gazetted to act temporarily in his office and was dismissed before B.'s leave expired.—*Held*, that A. had no cause of action. SHEXTON v. SMITH

[J. C. [1895] A. C. 229

— in Colonies.

See CANADA—LAW OF CANADA—Dominion and Constitutional Law—Generally. 2.

COLONY—Colonial Law. 6, 7.

CROWN—PREROGATIVE OF—*continued.*— *Crown debts.*

See CANADA—LAW OF CANADA—DOMINION AND CONSTITUTIONAL LAW—Generally. 2.

— *Foreshore.*

See FISHERY—Sea. 2.

— *Exemption from rates of property of volunteer corps.*

See RATES—Exemptions. 2.

— *Gold mines.*

See MINES AND MINERALS—Gold Mines.

5. — *Pardon.*] The prerogative of pardon extends to cases of imprisonment for contempt of Court. *In re A SPECIAL REFERENCE FROM THE BAHAMA ISLANDS* — J. C. [1893] A. C. 138

6. — *Prescription against Crown.*] The Crown, not being named in s. 3 of the Prescription Act, 1832, is not bound by it; consequently no right of light can be obtained by virtue of that section over lands in possession of the Crown, whether held directly or through trustees. The general words in s. 2, in which the Crown is named, do not apply to an easement of light, which is exclusively governed by s. 3 and subsequent ancillary sections.

(A) *PERRY v. EAMES. SALAMAN v. EAMES. MERCERS' CO. v. EAMES*

[Chitty J. [1891] 1 Ch. 658

(B) *WHEATON v. MAPLE* C. A. [1893] 3 Ch. 48

7. — *Treasure trove.*] The jurisdiction of a coroner with reference to treasure trove is limited by s. 36 of the Coroners Act, 1887, to the determination of "who was the finder and who was suspected thereof." He has no jurisdiction to determine a question of title between the Crown and any other claimant. *ATTORNEY-GENERAL v. MOORE* — — *Stirling J.* [1893] 1 Ch. 676

8. — *Treaty—Interference with private rights.*] *Quere*, whether the Crown has the power of compelling its subjects to obey the provisions of a treaty made to terminate or avert war, or interfering with private rights, without the authority of the legislature. The municipal Courts have jurisdiction to inquire as to the validity, interpretation, &c., of treaties, &c., under which private rights have been interfered with. *WALKER v. BAIRD* — — — *J. C.* [1893] A. C. 491

CROWN LANDS.

— in New South Wales.

See NEW SOUTH WALES—LAW OF NEW SOUTH WALES. 7.

CROWN SIDE.

See PRACTICE—CROWN OFFICE. 1.

PRACTICE—FORMA PAUPERIS. 1.

CRUCIFIX.

See ECCLESIASTICAL LAW—Faculty. 14.

CRUELTY (TO ANIMALS).

See CRIMINAL LAW—CRUELTY TO ANIMALS.

CRUELTY (TO CHILDREN).

See CRIMINAL LAW—CRUELTY TO CHILDREN.

CRUELTY (TO HUSBAND OR WIFE).

See DIVORCE—CRUELTY.

CUBICLE.

See PARLIAMENTARY, &C., REGISTRATION—Claim. 12.

CURATOR BONIS.

See SCOTTISH LAW—Lunatic.

CURTSEY OF ENGLAND.

See TENANT BY THE CURTSEY.

CURTILAGE.

—"Premises within the same curtilage."

See LONDON COUNTY—DRAINAGE AND SEWERAGE. 1, 2.

SEWERAGE AND DRAINAGE. 7—10.

CUSTODY.

— of Children.

See INFANT—Custody; Maintenance.

— of Lunatic.

See LUNATIC—Custody.

— of Trust securities.

See TRUSTEE—DUTIES AND LIABILITIES—Custody.

CUSTOM.

— Cutting timber.

See TENANT FOR LIFE—Apportionment. 20.

— Grants of manorial waste.

See COMMON. 1.

— in London City.

See LONDON CITY—Custom.

— Reasonableness.

See BUILDING CONTRACT. 2.

Validity—Recreation—Custom laid in inhabitants of more parishes than one.] In an action for an injunction to restrain trespass to land in the parish of B., the defendants alleged "an ancient custom and approved in the parish of B. that all the inhabitants for the time being of the said parish and of the adjoining or contiguous parishes of C. and M. have . . . the right and privilege of recreation and of exercising and playing all lawful games sports and pastimes upon the said . . . land every year and all seasonable times of the year at their own free will and pleasure and that for the purposes aforesaid the said inhabitants should have free access to the said . . . land":—*Held*, that the custom being laid in the inhabitants of more than one parish was too wide and bad in law, and that three adjoining and contiguous parishes could not be regarded as one district in the inhabitants of which such a custom could lawfully be laid. *EDWARDS v. JENKINS* — — — *Kekewich J.* [1895] W. N. 142 (4)

CUSTOMERS.

See MASTER AND SERVANT—Trade Secrets. 2; PARTNERSHIP. Contract. 1.

CY-PRES.

See CHARITY—GIFT TO CHARITY. 7-9; FRIENDLY SOCIETY. 1.

CYPRUS.

- Admiralty jurisdiction in.
See FOREIGN JURISDICTION.
- British jurisdiction in.
See FOREIGN JURISDICTION.
- Extradition.
See EXTRADITION.

Law of Cyprus.

Legitimacy—Roman Catholic Ottoman subjects.]
By the law of Cyprus the legitimacy of a Roman

CYPRUS—Law of Cyprus—continued.

Catholic Ottoman subject is to be ascertained by the canon law of his Church. By the canon law illegitimate children are legitimated by the marriage of their parents authorized by dispensation. By the Hattı Humaioun of 1856 and the Cyprus Statute Law of April 11, 1884, succession is regulated by creed, and that the right to inherit follows from the establishment of legitimacy. PARAPANO v. HAPPAZ.

[J. C. [1894] A. C. 165]

D.

DAMAGE FEASANT.

— Distress.

See DISTRESS—DAMAGE FEASANT.

DAMAGES.

— Cargo.

See SHIP—BILL OF LADING—Excepted Perils; Exceptions.

— Divorce.

See DIVORCE—CONDOMATION. 2, 3.

— Inquiry as to.

See PRACTICE—INQUIRY, &C.

— Interference with light.

See LIGHT. 5.

— for Shooting accident.

See TRESPASS TO PERSON.

Measure of Damages.

— Company—Denying validity of title to shares after issue of certificate.

See COMPANY—SHARES—Transfer. 6, 7.

1. — *Compensation—Statutory right to commit damage.*] Where a right is given by statute to do acts causing damage to other person's property, subject to the payment to such persons of compensation, and the statute provides a special tribunal for assessing the amount of compensation, if such tribunal becomes non-existent, a person whose property has been damaged by the exercise of the statutory right is entitled to have the amount of compensation assessed in the High Court. *BENTLEY v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY CO.* — *Romer J.* [1891] 3 Ch. 223

See LANDLORD AND TENANT—LANDLORD'S LIABILITY. 2, 3.

— between Landlord and Tenant.

See LANDLORD AND TENANT — LEASE. 9, 15, 17, 18, 20.

2. — *Non-completion of works—Penalty.*] A contractor bound himself to pay a certain sum as liquidated damages in the event of non-completion of sewerage works by a specified date:—*Held*, that, as the sums were to be paid on a single event only, viz., on the non-completion of works, they were to be regarded as liquidated damages and not as penalties. *LAW v. LOCAL BOARD OF REDDITCH* — *C. A.* [1892] 1 Q. B. 127

— in Patent cases.

See PATENT—Threats. 1.

3. — *Refusal to transfer shares.*] The measure of damages for refusal to register a transfer of shares is the value of the shares at the time of refusal. *In re OTTOS KOPJE DIAMOND MINES* [C. A. (affirm. *Stirling J.*) [1893] 1 Ch. 618

4. — *Restraining sale of shares.*] The question in this case was as to the damages payable under an undertaking given when an interlocutory injunction was granted to a plff. in an action which was subsequently dismissed:—*Held*, that the amount payable was the difference between the price of the shares when the injunction was granted and their price when the summons for a sale was issued. *MANSSELL v. BRITISH LINEN CO. BANK* — *Romer J.* [1892] 3 Ch. 159

DAMAGES—Measure of Damages—continued.

— to Ship.

See SHIP—COLLISION. 23.

— Special.

See DEFAMATION—SLANDER. 2.

5. — *Suit relating to land in Samoa.*] In a suit for the recovery of land in Samoa, *held*, that the measure of damages was the value of the produce which the lands were capable of yielding at the time they were taken possession of, after deducting the expenses of management. However wilful and long-continued the trespass may have been, there is no law which authorizes the disallowance of such expenses or the infliction of a penalty on the defts. beyond the loss sustained by the plff. *MCARTHUR & Co. v. CORNWALL* — *J. C.* [1892] A. C. 75

— in Trover.

See TROVER. 6.

DANGEROUS MACHINERY.

See FACTORY AND WORKSHOP.

DANGEROUS STRUCTURE.

See LONDON COUNTY—BUILDINGS. 12.

DANUBE.

— Navigation.

See SHIP—COLLISION. 4.

DAY.

— Lay day.

See SHIP—BILL OF LADING—Demurrage. 4.

— Running day.

See SHIP—BILL OF LADING—Demurrage. 6.

DEAD.

— Prayers for.

See ECCLESIASTICAL LAW—Faculty. 11.

DEATH DUTIES.

Generally, col. 254.

Account Duty, col. 254.

Estate Duty, col. 255.

Legacy Duty, col. 256.

Probate Duty, col. 257.

Settlement Duty, col. 259.

Succession Duty, col. 260.

Generally.

Local situation of assets.] Where a firm carried on businesses in different places, which were severally treated as distinct in the partnership agreement, and in the accounts and conduct of the same:—*Held*, that the interest of a deceased partner in the business carried on at Melbourne was locally situate in Victoria so as to be liable to duty in that colony. *BEAVER v. MASTER IN EQUITY OF THE SUPREME COURT OF VICTORIA* — *J. C.* [1895] A. C. 251

Account Duty.

1. — *Gift of personality—Benefit to "the donor" by contract or otherwise.*] A mortgagee, B. his son, and C. the mortgagors, made the following arrangement. B. paid C. a sum down and covenanted to pay A. an annuity, and A. and C. conveyed the mortgaged hereditaments to B. freed

DEATH DUTIES—Account Duty—continued.

from the mortgage.—*Held* that under s. 38(2)(A) of the Customs and Inland Revenue Act, 1881, as extended by s. 11(1) of the Act of 1889, account stamp duty was, on the death of A., payable by B. on the amount of the mortgage debt. **ATTORNEY-GENERAL v. WORRALL**

[C. A. (affirm. Div. Ct.) [1895] 1 Q. B. 99

2. — **Marriage settlement—Children of former marriage—Volunteers.** A widow, who was intending to sell a business to a co. for shares, married again, and by her marriage settlement it was agreed that of these shares a certain number should be allotted to her children by her former marriage, and the remainder to trustees to pay the income to her for life, and after her death to such of the children of her former marriage as she should appoint. The co. was duly registered and the shares allotted in accordance with the settlement. She died five months after the execution of the settlement.—*Held*, that account duty was payable, since the children of the first marriage were without the consideration of the marriage, that the allotment to the children was a "voluntary disposition," and since as to the other shares the children took under a trust "in favour of a volunteer." **ATTORNEY-GENERAL v. JACOBS-SMITH**

[revers. Div. Ct. [1895] 1 Q. B. 472

Appeals.

See "Table of Rules and Orders Issued," above, p. cxlix.

Estate Duty.

By the Finance Act, 1894 (57 & 58 Vict. c. 30), a new estate duty was imposed.

The following is a list of the Orders in Council which have been issued, extending s. 20 of the Finance Act, 1894, to certain British Possessions, with the date of the O. and a reference to the publication in which the O. is to be found.

Bahamas, May 11, St. R. & O. 1895, No. 244. Price 4d.

Bermudas, May 11, St. R. & O. 1895, No. 242. Price 4d.

British India, Feb. 2, St. R. & O. 1895, No. 60. Price 4d.

Cape of Good Hope, Aug. 13, St. R. & O. 1895, No. 369. Price 4d.

Ceylon, May 11, St. R. & O. 1895, No. 244. Price 4d.

Falkland Islands, Oct. 3, St. R. & O. 1895, No. 372. Price 4d.

Fiji, Aug. 24, St. R. & O. 1895, No. 371. Price 4d.

Gambia, May 11, St. R. & O. 1895, No. 242. Price 4d.

Gibraltar, July 16, St. R. & O. 1895, No. 369. Price 4d.

Gold Coast, July 16, St. R. & O. 1895, No. 369. Price 4d.

Hong Kong, May 11, St. R. & O. 1895, No. 244. Price 4d.

Logos, July 16, St. R. & O. 1895, No. 369. Price 4d.

Leeward Islands, July 16, St. R. & O. 1895, No. 369. Price 4d.

Natal, July 16, St. R. & O. 1895, No. 369. Price 4d.

DEATH DUTIES—Estate Duty—continued.

New Zealand, Feb. 2, St. R. & O. 1895, No. 59. Price 4d.

Newfoundland, March 8, St. R. & O. 1895, No. 137. Price 4d.

South Australia, May 11, St. R. & O. 1895, No. 243. Price 4d.

Straits Settlements, May 11, St. R. & O. 1895, No. 244. Price 4d.

Trinidad and Tobago, Aug. 13, St. R. & O. 1895, No. 370. Price 4d.

Western Australia, July 16, St. R. & O. 1895, No. 368. Price 4d.

1. — **Incidence—Specific and general legatees.]**

(A) The Customs and Inland Revenue Act, 1889, has made no difference in the payment of estate duty as between specific and general legatees. The principle is the same as with the old probate duty, viz., that the duty (under s. 5) is not payable by specific legatees so long as there is any general residue out of which it can be paid. **In re BOURNE. MARTIN v. MARTIN**

[Stirling J. [1893] 1 Ch. 188

Payment of account duty.] (B) By a will, certain specific sums were appointed to some of testator's children, and the residue of the trust fund to another child. The will contained no direction that the specifically appointed sums should be paid free of duty.—*Held*, that the matter was one of intention, and as the appointor had shewn no intention of burdening the residuary fund with the whole charge, each share must bear its proportion of the account stamp duty. **In re CROFT. DEANE v. CROFT**

[Kekewich J. [1892] 1 Ch. 652

2. — **Settlement—Power of appointment—Finance Act, 1894, s. 14(1)—Residue.]** A donee of a power over a residuary fund appointed a specific part of the fund to one, and the residue otherwise. The fund fell into possession in December, 1894.—*Held*, that the estate duty on the fund was to be borne *pari passu* by the specific and residuary appointees. **In re OSFORD. CARTWRIGHT v. DEL BALZO**

— North J.

[[1895] W. N. 145 (1)

3. — **Succession of a value exceeding £10,000.]** Estate duty under s. 6(1) of the Customs and Inland Revenue Act, 1889, held to be payable on a fund of more than £10,000, vested in the trustees of a marriage settlement in trust for the wife for life, with remainder to the younger children of the marriage. **ATTORNEY-GENERAL v. LORD ABERDAIRE**

— Div. Ct. [1892] 2 Q. B. 694

— North J.

[[1895] W. N. 145 (1)

4. — **Succession of a value exceeding £10,000.]** Estate duty under s. 6(1) of the Customs and Inland Revenue Act, 1889, held to be payable on a fund of more than £10,000, vested in the trustees of a marriage settlement in trust for the wife for life, with remainder to the younger children of the marriage. **ATTORNEY-GENERAL v. LORD ABERDAIRE**

— Div. Ct. [1892] 2 Q. B. 694

— North J.

[[1895] W. N. 145 (1)

5. — **Legacy Duty.**

1. — **Annuity by way of Salary.]** Annuities granted to trustees to be enjoyed by them while carrying on the testator's business are liable to legacy duty. **In re THORLEY. MASSAM v. THORLEY**

[C. A. (affirm. North J.) [1891] 2 Ch. 613

2. — **Annuity out of rents of realty.]** A testator (who died in 1876) devised real estate to trustees for a term of 500 years, and subject thereto on limitations under which A. became tenant for life. The trusts of the term were to raise and pay out of the rents, &c., an annuity to the person who should (subject to the term) be entitled to the rents, &c.; and the testator declared that, subject thereto, the trustees should during 21 years from

DEATH DUTIES—Legacy Duty—continued.

the testor's death accumulate the rents, &c., and invest them in land to be settled to the same uses; and, after the determination of the 21 years, should pay the rents, &c., to the person for the time being entitled to the hereditaments:—*Held*, that as A., during the period of 21 years, had in effect a mere charge upon the estate of another person, legacy duty, and not succession duty, was payable on the annuity. *In re DE HOUGHTON. DE HOUGHTON v. DE HOUGHTON* - Stirling J.

[1895] 2 Ch. 517

3. — *Legacy and inventory duty—Life-rent—Trust deed*—36 Geo. 3, c. 52, s. 14.] By a trust deed the trustees were directed to make an inventory of a library and art collection which were to be vested in and held by them as part of the trust estate with life-rent use thereof to D. his eldest son, and substitute heirs of entail. The deed also provided for the conveyance of the moveable estate of the settlor to D. on the liquidation of certain debts and obligations during D.'s lifetime. D. liquidated the debts, but the library and art collection remained vested in the trustees during his life. On D.'s death:—*Held*, that the library and art collection were part of D.'s estate, and legacy and inventory duty were payable thereon by his executors. *DCKE OF HAMILTON v. LORD ADVOCATE* - H. L. (S.)

[1892] W. N. 160

4. — *Personal estate directed to be laid out in land—Life interest—Absolute estate in remainder.*] T. bequeathed money directed to be laid out in land to be settled to B. for life, with remainders in tail male to B.'s sons, remainder to B. in fee. B. died without male issue in 1893, and directed the money to be part of his personal estate:—*Held*, that at the moment of his death without male issue, B. began to enjoy the benefit of the settled money, within s. 12 of 36 Geo. 3, c. 52, and that therefore duty at the rate of 1 per cent. became payable on the bequest by T., although the affidavit duty had been paid on B.'s estate. *LORD KENLIS v. HODGSON*

[Kekewich J. 1895] 2 Ch. 458

5. — *Personality directed to be invested in the purchase of land to be entailed.*] Where moveable estate was left in trust to accumulate for six years, and to be invested in the purchase of land to be entailed on D. and his heirs male, and D. having by private arrangement obtained the consent of the next heirs, obtained an order for the trustees to convey the land and money held by them to D. in fee simple, and the trustees had invested a certain sum in lands and another sum in building a mansion-house:—*Held*, that legacy duty was payable on the residue, less the amount laid out on lands, and that D. could not deduct the amount laid out on building the mansion-house or the compensation he had paid to the next heirs. *MACFARLANE v. LORD ADVOCATE*

[H. L. (S.) 1894] A. C. 291

Probate Duty.

1. — *Conversion of realty into personality.*] In 1885, by a voluntary settlement, A. gave real estate to trustees upon trust, at the request of A. or his wife or the survivor of them, or after the death of the survivor, at their own discretion,

DEATH DUTIES—Probate Duty—continued.

to sell the same, and hold the proceeds on certain trusts. A. died in 1887:—*Held*, that the realty must be treated as converted into personality by the settlement of 1885, and must therefore be included in an account and charged with duty under s. 38 of the Customs and Inland Revenue Act, 1881. *ATTORNEY-GENERAL v. DODD*

[Div. Ct. 1894] 2 Q. B. 150

2. — *Foreign mortgage.*] A husband died domiciled in England leaving to his wife money invested on mortgage in New Zealand. Shortly after the wife died, the mortgages not having been realised:—*Held*, that the mortgage security was a foreign asset and rightly excluded from the affidavit of the wife's executors. *ATTORNEY-GENERAL v. LORD SUDLEY*

[Div. Ct. 1895] 2 Q. B. 526

3. — *Incidence—Specific and general legatees.*] The Customs and Inland Revenue Act, 1881, has made no difference in the payment of duty as between specific and general legatees. The principle is the same as with the old probate duty, viz., that the duty under s. 27 is not payable by specific legatees so long as there is any general residue out of which it can be paid. *In re BOURNE. MARTIN v. MARTIN*

[Stirling J. 1893] 1 Ch. 188

4. — *Liability of executor after close of administration.*] After the administration of an estate has been closed the exors. are not "persons acting in the administration of the estate" within s. 32 of the Customs and Inland Revenue Act, 1881, and are therefore not liable to deliver a further affidavit and account in the case of a *bonâ fide* mistake in valuation. *ATTORNEY-GENERAL v. SMITH* - Div. Ct. 1893] 2 Q. B. 239;

[affirm. by C. A. 1893] 1 Q. B. 239

5. — *Marriage settlement—Children of former marriage—Volunteers.*]—A., a widow, who was intending to sell a business to a co. for shares, married again, and by her marriage settlement it was agreed that of these shares a certain number should be allotted to her children by her former marriage, and the remainder to trustees to pay the income to A. for life, and after A.'s death to such of the children of A.'s former marriage as she should appoint. The co. was duly registered and the shares allotted in accordance with the settlement. A. died five months after the execution of the settlement:—*Held*, that the children of the first marriage were to be treated as volunteers, and that account duty was payable upon any of the shares comprised in the settlement as passing under a voluntary settlement. *ATTORNEY-GENERAL v. JACOBS-SMITH*

[C. A. 1895] 2 Q. B. 341 *revers.* Div. Ct.

[1895] 1 Q. B. 472

6. — *Option to purchase real estate.*] The price of real estate purchased under a contractual option extended by the will of a testator who died in 1893 (the option not being exercised within the period limited by contract) is not liable to probate duty. *In re GOODALL. GOODALL v. GOODALL*

[North J. 1895] W. N. 136 (7)

7. — *Personality left to executors of a person deceased—Double or single duty.*] A. bequeathed

DEATH DUTIES—Probate Duty—continued.

part of her residual estate to B., and failing him to his exors. and representatives. B. died before A., leaving a will which appointed exors. The Crown claimed inventory and legacy duty from B.'s exors. in addition to that paid by A.'s exors.:—*Held*, that B.'s exors. were not liable for such duty, as B. had no power to dispose of and had not disposed of any part of A.'s estate within the Stamp Duties Acts. **LORD ADVOCATE v. BOGIE**

[H. L. (S.) [1894] A. C. 83]

8. — *Personality left to executors of a person deceased—Double or single duty.* L. left his personality to B., and in case of B. predeceasing him directed that it should go to B.'s administrators as part of his personal estate as if B. had survived him and died immediately after him. B. predeceased L., leaving a will by which he appointed exors.:—*Held*, that B.'s exors. were not chargeable with probate and estate duty in addition to those paid on A.'s estate. **ATTORNEY-GENERAL v. LOYD** - Div. Ct. [1895] 1 Q. B. 496

9. — *Recovery of duty—Mistake—Estate fully administered.* After an estate had been fully wound up, and the exors. had ceased to act as such, a *bonâ fide* mistake was discovered in the valuation for probate duty. The Crown sought to recover from the persons who had been the exors. under s. 32 of the Customs and Inland Revenue Act, 1881:—*Held*, that as there was no longer any "person acting in the administration of the estate," the Crown was without remedy and could not recover. **ATTORNEY-GENERAL v. SMITH** - Div. Ct. [1892] 2 Q. B. 289; [affirm. by C. A. [1893] 1 Q. B. 239]

10. — *Successive appointments.* Where a person having a life interest and power of appointment exercised it successively by deeds and will:—*Held*, that the account stamp duty under the Customs and Inland Revenue Act, 1881, was payable out of the several sums appointed rateably. *In re SHAW. TUCKET v. SHAW* North J. [1895] 1 Ch. 343

See also *VICTORIA—Law of Victoria.*

11. — *Voluntary transfer.* A. and B. bought stock, paying for it in equal shares, and agreed that the survivor should take the whole. B. died:—*Held*, that the purchase of the stock was a voluntary transfer of the stock by each to himself and his co-purchaser, and that account stamp duty was payable under s. 38, sub-s. 1, of the Customs and Inland Revenue Act, 1881, on so much of the stock as was purchased with B.'s money. **ATTORNEY-GENERAL v. ELLIS**

[Div. Ct. [1895] 2 Q. B. 466]

Settlement Duty.

1. — By a marriage settlement H. transferred personal property to trustees upon trusts, the ultimate trust being for such persons as she might appoint. The earlier trusts having failed, she by deed appointed the property to her niece:—*Held*, that the property so appointed was property "passing under" the marriage settlement, that the settlement and deed of appointment constituted a voluntary settlement whereby a life interest was reserved to the vendor within s. 38 of the Customs and Inland Revenue Act, 1881, as amended by s. 11 of the Act of 1889, and that

DEATH DUTIES—Settlement Duty—continued.

duty was therefore payable. **ATTORNEY-GENERAL v. CHAPMAN** - Div. Ct. [1891] 2 Q. B. 526

2. — *Partnership deed.* By a deed between G. and his partners, G. was empowered to dispose of his share in the business to any one of a limited class, such person to be certified by the senior partners as qualified. G. left his shares to his son who was duly certified:—*Held*, that the deed was a voluntary settlement whereby a life interest was reserved to G., within s. 38 of the Customs and Inland Revenue Act, 1881, and s. 11 of the Act of 1889, and that duty was payable. **ATTORNEY-GENERAL v. GOSLING**

[Div. Ct. [1892] 1 Q. B. 545]

Succession Duty.

Deductions—Life interest—Acceleration. Under a marriage settlement the trusts were for the wife for life, remainder to the husband for life, remainder in default of issue to the wife absolutely. On the death of the husband, there being no issue, the trustee transferred the fund to the wife:—*Held*, that succession duty was payable, but that the value of the wife's life interest was to be deducted in calculating the amount of duty. **ATTORNEY-GENERAL v. ROBERTSON** - Div. Ct. [1892] 2 Q. B. 694; affirm. by [C. A. [1893] 1 Q. B. 293]

— *Vendor and purchaser—Liability for unpaid duty.*

See **VENDOR AND PURCHASER—Contract.** 16.

DEBENTURE.

— of Company.

See **COMPANY—DEBENTURE.**

— of Industrial, &c., Society.

See **INDUSTRIAL, &c., SOCIETY.** 2.

— Issue at a Discount.

See **RAILWAY—POWERS.** 2.

— Priority.

See **CONFLICT OF LAWS.** 2.

— Stamp Duty on.

See **STAMPS.** 7.

— of Tramway Co.

See **TRAMWAY COMPANY.** 3, 4, 5.

DEBENTURE-HOLDER.

See **COMPANY—DEBENTURE.**

— Power of Sale.

See **TRAMWAY COMPANY.** 3.

— Right to a receiver.

See **COMPANY—DEBENTURE.** 31—35; **COMPANY—WINDING-UP—LIQUIDATOR.** 5—7; **PRACTICE—RECEIVER—Mortgagee's Remedies, passim.**

— Scheme of arrangement.

See **COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT.** 3.

DEBENTURE STOCK.

Definition. Debenture stock is borrowed money capitalized for purposes of convenience, and stands on an entirely different footing from the ordinary "shares" or "stock" of a co. A gift by will of "all my shares" in a co. will therefore not carry debenture stock. *In re BODMAN. BODMAN v. BODMAN* Per Chitty J. [1891] 3 Ch. 135

DEBT.— *Imprisonment for.**See* IMPRISONMENT—*for Debt.*— *of Local authority.**See* POOR—*Guardians; SEWERAGE, &c. 4; SEWERS, COMMISSIONERS OF.*

1. — *Locality of debt.*] Though a debt has no absolute local existence, yet it is a well-settled rule that it possesses an attribute of locality. A simple contract debt is within the area of the local jurisdiction within which the debtor for the time being resides. The locality of a specialty debt is where the specialty is found at the time of the creditor's death. *COMMISSIONERS OF STAMPS v. HOPE* - - - *J. C. [1891] A. C. 476*

— *Proof for, in bankruptcy.**See* BANKRUPTCY—*PROOF; BANKRUPTCY—SCHEME OF ARRANGEMENT.*

2. — *Satisfaction of by gift.*] A debt due from a father to a son is not satisfied, in whole or in part, by a gift of less amount, or contingent, or uncertain in nature. *CRICHTON v. CRICHTON*

[*North J. [1895] 2 Ch. 353*

3. — *Satisfaction of by legacy.*] A testator was indebted to B. in a sum payable within three months of A.'s death. A. left to B. a legacy of greater amount than the debt. No time was fixed for payment of the legacy:—*Held*, that the debt was not satisfied by the legacy. *In re HORLOCK. CALHAM v. SMITH* - *Stirling J.*

[[*1895] 1 Ch. 516***DEBTORS ACT, 1869.***See* IMPRISONMENT—*for Debt.***DECEIT.**— *Action of.**See* COMPANY—*MISREPRESENTATION.***DECLARATION OF CHARGE.***See* COMPANY—*DEBENTURE. 11.***"DEDUCING" TITLE.***See* SOLICITOR—*BILL OF COSTS—Remuneration Act. 7.***DEDUCTIONS.**— *in calculating Income tax.**See* INCOME TAX. 8—10.— *from Legacies and Bequests.**See* WILL—*ABSOLUTE GIFT. 1.*— *from Miners' wages.**See* MINES AND MINERALS—*Coal Mines. 3, 4.*— *from Rent.**See* LANDLORD AND TENANT—*DEDUCTIONS FROM RENT.*— *In calculating Succession duty.**See* DEATH DUTIES—*Succession Duty.***DEED.****Construction.**

1. — *General words—Things ejusdem generis.*] Where in the operative part of a deed general words follow an enumeration of particular things, these words are *prima facie* to be construed as having their natural and larger meaning, and are not to be restricted to things *ejusdem generis* with those enumerated unless there is something which shews an intention so to restrict them. *ANDERSON v. ANDERSON*

[*C. A. affirm. Wright J. [1895] 1 Q. B. 749***DEED—Construction—continued.**

2. — *Reservation of right to work mines.*] A clause in a conveyance *in fee*, executed in 1783, and reserving liberty to work mines, held not to operate as an exception and reservation of the mines and minerals, but only as a grant by the deft.'s predecessor in title of a right to work them. *Held*, further, that there was in the deed no indication of an intention to grant an exclusive mining licence sufficient to rebut the established presumption against such an exclusive licence. *DUKE OF SUTHERLAND v. HEATHCOTE*

[*V. Williams J. [1891] 3 Ch. 504; affirm. by C. A. [1892] 1 Ch. 475*

3. — *Resulting trust.*] The partners in a business, by a deed reciting the inability of the firm to pay their creditors, assigned the business and property to trustees upon certain trusts for the creditors. The deed contained no provision for the eventuality of a surplus, but that eventuality occurred:—*Held*, that there was, on the construction of the deed, an absolute disposal for the benefit of the creditors, and no resulting trust for the assignors could be implied. *SMITH v. COOKE. STOREY v. COOKE*

[*H. L. (E.) [1891] A. C. 297 revers. C. A. and restoring Kekewich J. (45 Ch. D. 38)*

4. — *Rule in Shelley's Case* (1 Co. Rep. 93).] Gift to A. for life with an ultimate limitation "to the use of such person as at the decease of A. shall be his heir-at-law and of the heirs and assigns of such person":—*Held*, that the rule in *Shelley's Case* did not apply, and that A. took merely a life estate with a contingent remainder in fee to the person who at his death answered the description of his heir or co-heirs-at-law. *EVANS v. EVANS* (No. 1.) - - - *C. A. revers.*

[*Kekewich J. [1892] 2 Ch. 173*

5. — *Separation deed between man and woman not married—Resumption of co-habitation.*] In a separation deed between A. and B., who was living with him as his mistress, A. covenanted to pay an annuity to B. during her life. They resumed co-habitation, and the man died:—*Held*, that the resumption of co-habitation did not cause the annuity to cease. *Secus* in the case of a separation deed between husband and wife. *In re ABBY. RABBETH v. DONALDSON* (No. 2)

[*C. A. affirm. North J. [1895] 1 Ch. 455***DEED OF ARRANGEMENT.***See* BANKRUPTCY—*DEED OF ARRANGEMENT.*— *Rules issued in the years 1890–95.**See* "Table of Rules and Orders Issued," p. ccxlix.**DEED OF GIFT.***See* VENDOR AND PURCHASER—*Conveyance. 7.***DEED OF SETTLEMENT.***See* COMPANY—*MEMORANDUM, &c.—Alteration, &c. 6; Validity, &c.***DEED OF SEVERANCE.***See* JOINT TENANCY. 1.**DEFACEMENT.**— *of Cabman's Licence.**See* METROPOLITAN POLICE DISTRICT—*Hackney Carriages. 1.*

DEFAMATION—LIBEL.

— *Circular commenting on merits of an action.*
See CONTEMPT OF COURT. 2.

1. — *Corporation—Joint stock trading company—Statements injurious to trade—Fair comment.* An action for libel lies at the suit of a joint stock co. for statements defamatory of the character of the co. in respect of the management of their business, without proof of special damage. The sanitary condition of cottages let by a colliery co. to its workmen is a matter of public interest, and fair comment thereon is not libellous. *SOUTH HETTON COAL CO. v. NORTH EASTERN NEWS ASSOCIATION* - C. A. [1894] 1 Q. B. 133

2. — *Corporation—Municipal Corporation—Charge of corrupt practices—Absence of special damage.* The right of a corporation to sue for libel is confined to the protection of their property. In an action by a municipal corporation for a libel imputing corruption:—*Held*, that as a corporation, as distinguished from the individuals composing it, cannot be guilty of corrupt practices, the statement of claim disclosed no cause of action. *MANCHESTER CORPORATION v. WILLIAMS* [Div. Ct. [1891] 1 Q. B. 94

3. — *Criminal prosecution—Newspaper appeal from order of judge allowing prosecution.* An appeal does not lie from an order made by a Judge at Chambers, under s. 8 of the Law of Libel Amendment Act, 1888, allowing a criminal prosecution to be commenced against the proprietors, &c., of a newspaper for a libel published therein. *Ex parte PULBROOK*

[Div. Ct. [1892] 1 Q. B. 86

4. — *Falsehood, imputation of.* Where the name "Ananias" had been applied to A.'s newspaper:—*Held*, that there was no necessary implication of wilful and deliberate falsehood to A., and that whether it was used extravagantly or for the purpose of conveying an imputation on A. was a question for the jury. *AUSTRALIAN NEWSPAPER CO. v. BENNETT* - J. C. [1894] A. C. 284

— *Form of indictment for.*

See CRIMINAL LAW—PROCEDURE. 5.

5. — *Innuendo—Issue.* *Held*, in this case, that the question of the construction of letters alleged to be defamatory should be left to the jury. *JOHN RITCHIE & CO. v. SEXTON* - H. L. (S.) [1891] W. N. 59

6. — *Interlocutory injunction.* The deft. in a libel action after losing the case continued to publish documents repeating the libels complained of. The plff. commenced an action for an injunction and damages:—*Held*, that the Court had jurisdiction to grant an interlocutory injunction to restrain further publication of the libel;

(A) but such injunction refused on the ground that there was no such danger of injury to the plff. in person or property as to make it right to grant it. *SALOMONS v. KNIGHT*

[C. A. affirm. North J. [1891] 2 Ch. 294

(B) Injunction granted. *COLLARD v. MARSHALL* [Chitty J. [1892] 1 Ch. 571

7. — *Interlocutory Injunction—Contempt of Court.* The issue by a party of a circular containing libellous *ex parte* statements and comments on the merits of an action is a contempt of

DEFAMATION—LIBEL—continued.

Court which will be restrained by interlocutory injunction. *COATS (J. & P.) v. CHADWICK* [Chitty J. [1894] 1 Ch. 347

8. — *Interlocutory injunction—Exhibition of effigy—Discretion.* Before the Court will grant an interlocutory injunction restraining publication of an alleged libel, it must be satisfied that the case is so clear that a verdict for the deft. would be set aside. M. had been tried for murder in S. and a verdict of not proven was found. T. exhibited an effigy of M. in London, and L. did the same at Birmingham, in both cases in close proximity to "the Chamber of Horrors," and connected by reference with the scene of the murder:—*Held*, by Div. Ct., that the exhibitions were clearly libellous, and that M. was entitled to an injunction till trial. Some evidence of M.'s consent was produced before C. A., which held that the case was not clear enough to entitle M. to an injunction. *Held*, also (Lord Halsbury *diss.*), that an injunction should only be granted in cases where a verdict for the deft. would be set aside as unreasonable. *Held*, also, *per* Lord Halsbury and Davey L.J., that the jurisdiction to issue injunctions in cases of libel is not confined to trade libels. *MONSON v. TUSSAIDS, LD.* *MONSON v. L. TUSSEAU* [Both Courts [1894] 1 Q. B. 671

9. — *Interlocutory injunction—Newspaper.* (A) An injunction to restrain the sale of a newspaper containing an alleged libel, refused, the Court holding that the truth of the libel ought to be determined by a jury, and the action transferred to the Q. B. Div. *PLUMBLY v. PERRYMAN* [North J. [1891] W. N. 64

(B) There is jurisdiction to grant an interlocutory injunction to restrain the sale of a newspaper containing a libellous article, but the jurisdiction should only be exercised under very special circumstances:—*Held*, *per* full C. A. (Kay L.J. *diss.*), that the circumstances of the case did not warrant an injunction. *BONNARD v. PERRYMAN* - C. A. (revers. North J.) [1891] 2 Ch. 269

And see No. 24, below.

10. — *Justification—Particulars.* A review of plff.'s book stated that the plff. was, "by his own confession, a most barefaced liar:—*Held*, that plff. was entitled to particulars specifying the pages in the book at which the several passages relied on by the defts. in support of their defence of justification occurred, and the first and last words of such passages. *DEVEREUX v. CLARKE & CO.* - Div. Ct. [1891] 2 Q. B. 582

11. — *Justification—Particulars.* In a libel action where the charge against the plff. in the alleged libel is general, a deft. pleading justification must state in his particulars the facts upon which he relies in support of his justification. *ZIERENBERG v. LABOUCHERE*

[C. A. [1893] 2 Q. B. 183

— *Maintenance by third party of action for.*

See CHAMPERTY AND MAINTENANCE. 1.

— *Payment into Court.*

See PRACTICE—PAYMENT OUT OF COURT.

DEFAMATION—LIBEL—continued.

12. — *Privileged occasion—Absolute Privilege—Communication made by officer of state in course of official duty.*] A communication made by Sec. of State in Council for India to the Parliamentary Under-Secy. to enable the latter to answer a question asked in the House of Commons with regard to the treatment of an officer in the army, by the Indian military authorities, is absolutely privileged, being made by an officer of state to his subordinate in the course of his official duty:—*Held*, that an action for defamation founded on such a statement could not possibly be maintainable; and should, therefore, be dismissed as vexatious. *CHATTERTON v. SECRETARY OF STATE IN COUNCIL* - - C. A. [1895] 2 Q. B. 189

13. — *Privileged occasion—Extract from Register of County Court Judgments.*] The publication without malice in a journal for the protection of tradesmen of a mere copy of what is contained in a register of judgments which by statute the public have a right to inspect is privileged. *SEARLES v. SCARLETT* - C. A. [1892] 2 Q. B. 56

14. — *Privileged occasion—Report of judicial proceedings.*] The publication without malice of a fair and accurate report of proceedings in open Court before magistrates upon an *ex parte* application for a summons for perjury is privileged. *KIMBER v. PRESS ASSOCIATION*
[C. A. [1893] 1 Q. B. 65]

15. — *Privileged occasion—Constable—Publication ordered by justices—Report.*] Where the justices for a borough, to facilitate business, at the general annual licensing meeting ordered the head constable to issue to persons having business at the meeting copies of his report stating grounds of objection to renewal of licences:—*Held*, that the publication was upon a privileged occasion, and that in the absence of express malice an action for libel would not lie against the head constable for defamatory statements in the grounds of objection. *ANDREWS v. NOTT-BOWEN*
[C. A. [1895] 1 Q. B. 838]

16. — *Privileged occasion—Excess of privilege—Malice—Corporation.*] On the trial of an action for libel against an incorporated co. in respect of a statement contained in a circular composed by the secretary of the co. and sent by him to certain of their customers, the judge having ruled that the occasion was privileged, the jury found that the statement complained of was in excess of the privilege, but did not find actual malice on the part of the defts.' secretary:—*Held*, that, the occasion being privileged, in the absence of a finding of actual malice the defence of privilege was not rebutted, and, there appearing on the facts of the case to be no evidence of actual malice in the publication of the statement complained of, the action was not maintainable:—*Quere*, whether malice on the part of their secretary would have made the defts. liable. *NEVILL v. FINE ARTS AND GENERAL INSURANCE CO.* - C. A. [1895] 2 Q. B. 156

17. — *Privileged occasion—Licensing committee.*] The functions of a county council in respect of granting licences for music and dancing are not judicial, but administrative only:—*Held*,

DEFAMATION—LIBEL—continued.

therefore, that a councillor is not entitled to absolute immunity for words spoken to the committee, but only to the ordinary privilege attaching to a privileged occasion. *ROYAL AQUARIUM AND SUMMER AND WINTER GARDEN SOCIETY v. PARKINSON* - - C. A. [1892] 1 Q. B. 431

18. — *Privileged occasion—Monthly circular to servants.*] The defts. in a printed monthly circular issued to their servants stated they had dismissed the plttf. for gross neglect of duty:—*Held*, that the occasion was privileged, in the absence of evidence of malice or abuse of authority, as it was clearly to the interest of the defts. that their servants should know that gross misconduct would be followed by dismissal. *HUNT v. GREAT NORTHERN RAILWAY CO. (No. 2)*
[C. A. [1891] 2 Q. B. 189]

19. — *Privileged occasion—Onus probandi.*] A communication, injurious to the character of another, if made *bona fide* from a sense of duty, legal, moral or social, is privileged, and the onus of proving malice or that the deft. was not acting from a sense of duty lies on the plttf.

(A) *JENOURNE v. DELMEGE J. C.* [1891] A. C. 73

(B) *STUART v. BELL* . C. A. [1891] 2 Q. B. 341

20. — *Privileged occasion—Solicitor—Letter written in discharge of duty—Publication to clerks.*] A solicitor, acting on behalf of his client, wrote and sent to the plttf. a letter containing defamatory statements about her; the letter was dictated to one clerk and copied into the letter-book by another:—*Held*, that the occasion was privileged, since the communication, if made by the solicitor direct to the plttf., would have been privileged, and the publication to the clerks was necessary and usual in the discharge of his duty to his clients, and was made in the interest of his client. *BOXSIUS v. GOBLET FRÈRES*
[C. A. [1894] 1 Q. B. 842]

21. — *Privileged occasion—Solicitor—Letter written in discharge of duty.*] A solicitor, on behalf of his client, gave written notice to an auctioneer not to part with the proceeds of sale of goods intrusted to him for sale on the ground that the owner of the goods had committed an act of bankruptcy:—*Held*, that the occasion was privileged, since the solicitor was acting in the ordinary course of his duty to his client, and that the occasion would have been privileged if the client had himself written the letter. *BAKER v. CARRICK* - - C. A. [1894] 1 Q. B. 838

22. — *Privileged occasion—Statement made to person believed to have interest or duty.*] A libel is not privileged because the person making the same honestly and reasonably believed that the person to whom it was made had an interest or duty in the matter, if as a fact that person has not such interest or duty. *HEBDITCH v. MACLWAIN* - - C. A. [1894] 2 Q. B. 54

23. — *Publication—Copying letter.*] It is the duty of a person sending a letter which may be libellous to write it himself and mark it private, and if a copy be necessary to copy it himself:—*Held*, in this case there had been a publication both to the defts.' clerks who wrote and copied the letter and to the plttfs.' clerks who opened and

DEFAMATION—LIBEL—continued.

read the letter in their usual course of duties, and that neither occasion was privileged. *PULLMAN v. HILL & Co.* - C. A. [1891] 1 Q. B. 524

But see *BOXSIUS v. GOBLET FRÈRES*, No. 20, above.

24. — *Trade libel—Advertisement—Rival traders.*] An action will not lie for a false statement disparaging a trader's goods without special damage.

An injunction will not be granted where no action lies.

Quere, whether an action will lie in any case for disparaging a trader's goods merely by saying that some other trader's goods are better either generally or in some specified respect.

W., proprietor of V.'s food for infants, &c., bought from M. and sold to his customers M.'s infants' food. W. was in the habit of affixing to the wrappers on M.'s food a label stating that V.'s food was far more nutritious and healthful than any other:—*Held*, by H. L. (E.), *revers*. C. A. and restoring *Romer J.*, that W.'s conduct did not amount to a trade libel, but was merely a puff by a rival trader. *MELLIN v. WHITE*

[C. A. and *Romer J.* [1894] 3 Ch. 276;
[H. L. (E.) [1895] A. C. 164]

25. — *Trade libel—Injury to trade—Placard—Circular—Injunction—Jurisdiction.*] The Court has power to restrain by injunction on interlocutory motion the publication of placards and circulars containing false statements injurious to trade. *COLLARD v. MARSHALL* - *Chitty J.* [1892] 1 Ch. 571

26. — *Trade libel—Intimidating circular—Injunction.*] Where a trade union published a poster headed "T.'s black list," giving the names of non-union men employed by T.:—*Held*, by *Kekewich J.*, that as on the evidence the principal motive was to injure T. and his non-union workmen, and as the injury was being inflicted from day to day, T. and his workmen were entitled to an interlocutory injunction against the trade union and their servants, &c., and against the secretary and other officers who were defts. by name without addition. *TROLLOPE v. LONDON BUILDING TRADES FEDERATION* - *Kekewich J.* [1895] W. N. 29

Affirm. by C. A. on the ground that a *prima facie* case had been made out that the defendants had gone further than they were entitled to do, and that they had refused to give an undertaking not to continue the publication.

[C. A. [1895] W. N. 45]

27. — *Words not actionable per se—Injury to trade.*] In an action for words not actionable *per se*, but constituting an untrue statement maliciously published, which statement is intended or reasonably likely to produce, and in the ordinary course of things does produce, a general loss of business as distinct from the loss of particular known customers, evidence of such general loss of business is admissible, and sufficient to maintain the action. *RATCLIFFE v. EVANS* - C. A. [1892] 2 Q. B. 524

And see No. 24, above.

DEFAMATION—SLANDER.

By the *Slander of Women Act*, 1891 (54 & 55 Vict. c. 51), the law relating to the slander of women was amended.

— *Action for—Misjoinder of plaintiffs.*

See PRACTICE—PARTIES—*Misjoinder*. 5.

1. — *Imputation on town councillor of drunkenness and unfitness for office.*] With respect to offices not of profit, an action for slander will not lie in the absence of proof of special damage unless the imputation be one which if true would be a ground for removing the plff. from his office. *ALEXANDER v. JENKINS* C. A. [1892] 1 Q. B. 797

2. — *Imputation on town councillor of misconduct in public office—Special damage, absence of.*] Words importing dishonesty or malversation in a public office of trust are actionable *per se* although the office be not one of profit, and special damage need not be proved. *BOOTH v. ARNOLD*

[C. A. [1895] 1 Q. B. 571]

— *Privileged occasion—County councillor—Licensing committee.*

See COUNTY COUNCIL—*Powers*. 4.

3. — *Privileged occasion—Presence of reporters.*] A statement was made by a member of a board of guardians at a meeting of the board at which reporters were present:—*Held*, that the privilege which would attach to statements, if made before guardians only, was not taken away by the presence of reporters or the public. *PITTARD v. OLIVER* - C. A. [1891] 1 Q. B. 474

4. — *Privileged occasion—Repeating suspicions as to servant to master.*] The deft. told S., who was a guest in his house, that the police had informed him that S.'s valet was suspected of theft. S. thereupon dismissed his valet, who sued the deft. for slander:—*Held*, by C. A. (*Lopes L.J. diss.*), that the occasion was privileged, the deft. being under a moral and social, if not a legal, obligation to communicate to S. the information he had received from the police. *STUART v. BELL*

[C. A. [1891] 2 Q. B. 341]

And see *JENOURE v. DELMEGE* - J. C. [1891] A. C. 73

— *Striking out pleadings.*

See PRACTICE—PLEADING—*Defence*. 2.

DEFAULT.

— of Appointment.

See POWER OF APPOINTMENT.

— of Executors.

See EXECUTOR—*Liabilities*. 3.

— Judgment by.

See SHIP—ADMIRALTY PRACTICE.

— of Pauper Suitor.

See PRACTICE—FORMÂ PAUPERIS. 4.

— of Pleading.

See PRACTICE—PLEADING—*Default in Pleading*; PRACTICE—JUDGMENT—*Setting Aside*. 2.

— Wilful.

See VENDOR AND PURCHASER—*Conditions of Sale*. 5, 6; *Contract*. 6, 18.

DEFENCE.

See PRACTICE—PLEADING—*Defence*.

DELAY.

— in Divorce proceedings.

See DIVORCE—CRUELTY. 1; DIVORCE—
DESERTION. 1; DIVORCE—NULLITY.
DIVORCE—PRACTICE. 1.

DELEGATE OF TRADE UNION.

See TRADE UNION. 3.

DELIVERY ORDER.

A "delivery order" on furniture warehousemen does not require registration as a bill of sale. *GRIGG v. NATIONAL GUARDIAN ASSURANCE CO.*
[Per Kekewich J. [1891] 3 Ch. 206]

DEMAND.

— for Rates—Written or verbal.

See RATES—RECOVERY. 6.

DEMURRAGE.

See SHIP—BILL OF LADING—Demurrage.

DENMARK.

See DESIGN; PATENT; TRADE-MARK.

DEPOSIT.

— with Bank.

See INSURANCE—SECURITIES.

— in respect of Inspection of Documents.

See PRACTICE—DISCOVERY—Deposit.

— Parliamentary.

See PARLIAMENT—Deposits and Bonds.

— Purchaser's.

See VENDOR AND PURCHASER—Contract.
9.

DEPRECIATION.

— of Capital.

See COMPANY—WINDING-UP—ASSETS. 6.

DERELICT.

— Claim for salvage.

See SHIP—WRECK, &c. 6, 7.

DEROGATION.

— from Grant.

See LANDLORD AND TENANT—LAND-
LORD'S LIABILITY. 2, 3.

DESCRIPTION.

— of Deponent—Affidavit.

See PRACTICE—EVIDENCE. 12.

— of Property in foreclosure order nisi.

See MORTGAGE—FORECLOSURE. 12.

— of Witness and grantee of bill of sale.

See BILL OF SALE—STATUTORY FORM—
Address and Description.

DESCRIPTIVE WORD.

See TRADE-MARK — REGISTRATION. 21,
22, 24; TRADE NAME.

DESERTION.

See DIVORCE—DESERTION.

DESIGN (COPYRIGHT IN).

Colonial and International Arrangements.

Colonial and International Arrangements,
col. 269.

Practice, col. 270.

Registration, col. 270.

O. in C. have been issued of the undermentioned dates during the years 1891–5, applying certain provisions of the Patents, Designs, and Trade Marks Act, 1883, as to Copyright in Designs to the following Foreign Countries and Colonies; references are appended to the Volumes of Statutory

DESIGN (COPYRIGHT IN)—Colonial and International Arrangements—continued.

Rules and Orders in which these O. in C. are printed at length:—

Denmark, Nov. 20, 1894. 1894, p. 56.

Ecuador, May 16, 1893. 1893, p. 65.

Greece, Oct. 15, 1894. 1894, p. 57.

Roumania, Aug. 5, 1892. 1892, p. 650.

Tasmania, April 30, 1894. 1894, p. 54.

Western Australia, May 11, 1895. 1895. No. 245.

Zanzibar, May 16, 1893. 1893, p. 405.

O. in C., dated Feb. 2, 1895, declaring that the provisions of the Patents, &c., Acts, 1883 to 1888, shall cease to apply to Guatemala. St. R. & O. 1895, No. 62. Price ¼d.

[Reference to the similar O. in C. issued prior to 1891 is given in the "Index to the Statutory Rules and Orders," 1893 edition. St. O. P.]

Practice.

1. — *Interrogatories—Penal action.*] An action to recover the £50 allowed to the registered proprietors of the registered design for a contravention of s. 58 of the Patents, &c., Act, 1883, is a penal action, and therefore the plff. cannot interrogate the deft. *SAUNDERS v. WIEL* (No. 1) [Div. Ct. [1892] 2 Q. B. 18; [affirm. by C. A. [1892] 2 Q. B. 321]

2. — *Amendment—Particulars of objections—Terms.*] (A) The rule of practice in patent actions that a deft. will be allowed to amend his particulars of objections on terms that the plff. may elect to discontinue his action, and the deft. bear the costs subsequent to the delivery of his first particulars, applied by North J. in an action to restrain infringement of copyright in registered designs. *MORRIS, WILSON & CO. v. COVENTRY MACHINISTS CO.* — North J. [1891] 3 Ch. 418

(B) But held by C. A. (commenting on this case) that the discretion to allow amendment of particulars in an action for infringement is not affected by any practice as to the terms on which such amendment will be allowed. *WOOLLEY v. BROAD* (No. 2) — C. A. [1892] 2 Q. B. 317

3. — *Right to sue—Unregistered licensees.*] A person with the sole right of selling, under a verbal licence, goods manufactured under a registered design, has no right to sue for an infringement, or for injuries in respect of the same, such right belonging exclusively to the registered proprietor. *WOOLLEY v. BROAD* (No. 1) [Div. Ct. [1892] 1 Q. B. 806]

Registration.

1. — *Idea underlying design not protected by registration.*] The plffs. registered a design for an upright hexagonal stove, the sides of which had the design of a church window of a particular style of architecture with tracery of a special pattern. The defts. produced a similar stove with a design of a church window of a different style of architecture with different tracery. — Held, that the design was an obvious imitation of the plffs., and was an infringement of copyright. *JOHN HARPER & CO. v. WRIGHT AND BUTLER LAMP MANUFACTURING CO.*

[C. A. [1895] W. N. 146 (3) revers.

[Kekewich J. [1895] 2 Ch. 593]

DESIGN (COPYRIGHT IN)—Registration —
continued.

2. — “*New and original design.*” It is not necessary for registration that the design should be novel in its subject-matter. It is sufficient if the application of the design to some article of manufacture be novel. A design in metal for handles of spoons representing a view of Westminster Abbey taken from a photograph, *held* to be a proper subject for registration.—*Patents, &c., Act, 1883, s. 47. SAUNDERS v. WIEL (No. 2) [C. A. [1893] 1 Q. B. 470*

DESPATCH MONEY.

See SHIP—BILL OF LADING—Despatch Money.

DETENTION.

— of Property for production at trial abroad.
See CRIMINAL LAW—PROCEDURE. 8; EXTRADITION. 1.

DETERMINATION OF CONTRACT.

See CONTRACT—Determination.

DETERMINATION OF TENANCY.

See LANDLORD AND TENANT—Lease. 21, 22.

SCOTTISH LAW — Landlord and Tenant. 1.

DETINUE.

1. — *Lease fraudulently obtained.* A lease belonging to the plff. was fraudulently deposited with B. B. became bankrupt and the lease was handed to the deft. by the trustee as security. Both B. and deft. were ignorant of the fraud:—*Held*, that the Statute of Limitations only began to run from the date of demand by the plff. and refusal by the deft., and not from the receipt of the deed by B.:—*Quere*, whether the original receipt of the lease by B. was sufficient evidence of conversion by him. *MILLER v. DELL [C. A. [1891] 1 Q. B. 468*

2. — *Metropolitan Police Courts Act, 1839.* A magistrate's order, under s. 40 of the Metrop. Police Act, 1839, for the delivery of goods detained is no bar to an action for special damage arising out of the same detention. *MIDLAND RLY. CO. v. MARTIN & Co. [Div. Ct. [1893] 2 Q. B. 172*

DEVIATION.

— “*Lateral deviation.*”
See STATUTES (INTERPRETATION)—Generally. 14.

DEVIATION (FROM VOYAGE).

See SHIP—BILL OF LADING, &c.—Deviation.

DEVISE.

See WILL—SPECIFIC DEVISE.

DEVISEES.

— Representation in action—“*Class.*”
See PRACTICE—PARTIES—Representation. 1.

DIARY.

— Entries in—Admissibility as evidence.
See PRACTICE—EVIDENCE. 5.

DIRECTIONS.

— Summons for.
See PRACTICE—THIRD PARTY PROCEDURE.

DIRECTOR.

— of Building Society.
See BUILDING SOCIETY—Ultra Vires. 1.
— of Company.
See COMPANY—DIRECTORS.

DIRECTORY.

— Copyright.
See COPYRIGHT—Book. 3.
— Work done by paid canvassers—Right of employer.
See MASTER AND SERVANT—Trade Secrets. 5.

DISBURSEMENTS.

— Insurance of.
See INSURANCE, MARINE. 19.
— by Master.
See SHIP—MARITIME LIEN. 1, 2.

DISC.

See SHIP—MERCHANT SHIPPING ACTS. 3.

DISCHARGE.

— Attachment.
See PRACTICE—ATTACHMENT.
— of Bankrupt.
See BANKRUPTCY—DISCHARGE.
— of Ship.
See SHIP—BILL OF LADING, &c.—Demurrage.
— Statutory.
See INSURANCE—SECURITIES.
— of Surety.
See PRINCIPAL AND SURETY—Discharge.

DISCLAIMER.

— of Onerous Property.
See BANKRUPTCY—DISCLAIMER.
— of Shares.
See BANKRUPTCY—PROOF. 3.
— of Trade-mark.
See TRADE-MARK—REGISTRATION. 7, 9, 10, 14, 32.
— of Trust.
See TRUSTEE—APPOINTMENT. 4.

DISCOUNT.

— Issue of Shares at a.
See COMPANY—SHARES—Issue at a Discount; COMPANY—WINDING-UP—CONTRIBUTORY. 16.

DISCOVERY (PRACTICE AS TO).

— in Supreme Court.
See PRACTICE—DISCOVERY.
— in County Court.
See COUNTY COURT—Practice. 1.

DISCRETION.

— of Charity Commissioners.
See CHARITY—CHARITY COMMISSIONERS. 11.
— of Court.
See BANKRUPTCY—ADJUDICATION. 1; PRACTICE—THIRD PARTY PROCEDURE. 2.
— of Ordinary.
See ECCLESIASTICAL LAW—Faculty. 4.
— of Trustees.
See TRUSTEE—DUTIES AND LIABILITIES—Discretion; WILL—LEGACY. 17.

DISCRETIONARY BAR.*See* DIVORCE—BIGAMY.

DIVORCE—CRUELTY. 2.

DISCRETIONARY TRUST.*See* INFANT—Maintenance. 7.**DISEASES OF ANIMALS.***See* ANIMAL—Diseases of.**DISORDERLY HOUSE.***See* CRIMINAL LAW—OFFENCES AGAINST MORALITY.

SUNDAY—Observance.

DISQUALIFICATION.

— Arbitrator.

See ARBITRATION—Arbitrators. 4.

— by Bankruptcy.

See BANKRUPTCY—DISQUALIFICATION.

— of Justice.

See JUSTICES—Disqualification.

— of School Board member.

See ELEMENTARY EDUCATION. 1, 2.**DISSOLUTION.**

— of Building Society.

See BUILDING SOCIETY—Dissolution.

— of Company.

See COMPANY—WINDING-UP, *passim*.

— of Partnership.

See PARTNERSHIP—Dissolution.**DISTINCTIVE WORD.***See* TRADE-MARK—REGISTRATION. 11—13.**DISTRESS.**

— Jurisdiction of justices as to validity of warrant.

See SUMMARY PROCEEDINGS—Jurisdiction. 11.

— for Penalties.

See TRAMWAY COMPANY. 10.

— for Rates—Priority of bill of sale.

See BILL OF SALE—PRIORITY.

— for Rent.

See LANDLORD AND TENANT—DISTRESS.

— for Rent—Scottish sequestration.

See COMPANY—WINDING-UP—STAY OF PROCEEDINGS. 2.**DISTRESS—DAMAGE FEASANT.***For what damage things may be distrained.]*Trespassing animals may be distrained for damage feasant for injuries to other animals as well as damage to the freehold. *BODEN v. ROSCOE*

[Div. Ct. [1894] 1 Q. B. 608]

DISTRICT COUNCIL.

Contracts, col. 273.

Elections, col. 274.

*By the Local Government Act, 1894 (56 & 57 Vict. c. 73), urban sanitary authorities were called Urban District Councils, and Rural District Councils were established in all rural districts.***Contracts.***Pecuniary Penalty.] It is imperative that a contract by an urban authority, whereof the value exceeds £50, shall specify some pecuniary penalty to be paid in case the terms of the contract are not duly performed, and in the absence of such provision the contract cannot be enforced against***DISTRICT COUNCIL—Contracts—continued.**the urban authority. *BRITISH INSULATED WIRE CO. v. PRESCOT URBAN DISTRICT COUNCIL*

[Div. Ct. [1895] 2 Q. B. 463]

On appeal, the appeal was dismissed on the understanding that the Local Government Board would sanction payment of the arrears, and that a new contract with a penalty clause should be executed - - C. A. [1895] 2 Q. B. 538

Elections.*Election petition—Costs.] M., a candidate in a district council election, duly withdrew his name, but his name was accidentally printed on the ballot papers, but not in the notice of poll, numerous copies of which were posted in the ward. At the election the returning officer told many of the voters that M. was not a candidate. M. obtained thirty-four votes:—Held, that the election was void, and that the petition should be allowed with costs against the respondents other than the returning officer. Liability of returning officer for costs discussed. WILSON v. INGHAM*

[Div. Ct. [1895] W. N. 99]

See too PARLIAMENTARY, &c., REGISTRATION.**Powers.**

— as to Drainage.

See SEWERAGE AND DRAINAGE.

— as to Highways.

See HIGHWAY.

— as to Nuisances.

See NUISANCE.

— as to Streets.

See STREETS AND BUILDINGS.**DISTRICT REGISTRAR.**

— Jurisdiction.

See PRACTICE—DISTRICT REGISTRY.

— Appointment.

See SUPREME COURT—OFFICERS AND OFFICES.**DISTRICT SURVEYOR.**

— Powers of.

See LONDON COUNTY—BUILDINGS.**“DISUSED BURIAL GROUND.”***See* BURIAL. 2, 4.

ECCLÉSIASTICAL LAW—Faculty. 5—9

DITCH.*See* BOUNDARY.**DIVERSION.**

— of Highway.

See HIGHWAY—Diversion.**DIVIDEND.***See* COMPANY—DIVIDEND.

— Payment of.

See COMPANY—WINDING-UP—PROCEEDINGS, &c. 1.

— Receiver of dividends of stock in Bank of England.

See LUNATIC—Property. 2.**DIVORCE.***Alimony, col. 275.**Bigamy, col. 277.**Children, col. 277.**Collusion, col. 277.**Condonation, col. 278.*

DIVORCE—continued.

Costs, col. 279.

Cruelty, col. 281.

Desertion, col. 281.

Evidence, col. 282.

Insanity, col. 282.

Jactitation of Marriage, col. 283.

Jurisdiction, col. 283.

Nullity, col. 284.

Practice, col. 284.

Reports and Returns, col. 285.

Restitution of Conjugal Rights, col. 285.

Separation, col. 286.

Variation of Settlements, col. 287.

DIVORCE—ALIMONY.

Pendente Lite, col. 275.

Permanent Maintenance, col. 275.

Pendente Lite.

1. — *Injunction—Restraining dealings with property.* Where a wife had obtained an order for alimony *pendente lite* in a suit instituted by her for judicial separation, the Court refused to grant an order restraining the husband from dealing with his property. *CARTER v. CARTER* [G. Barnes J. [1895] W. N. 142 (5)]

2. — *Jurisdiction—Nullity.* As a rule a marriage *de facto* carries the right to alimony *pendente lite* until it is finally declared to be void. There is jurisdiction to order alimony *pendente lite* in a husband's suit for nullity of marriage, on the ground that the wife was within the prohibited degrees. The application may be made by the wife after a decree *nisi* has been pronounced, if the decree has not been made absolute, even though the time at which it might have been made absolute has passed. *FODEN v. FODEN* [C. A. [1894] P. 307]

3. — *Respondent's means.* In a wife's petition for dissolution of marriage she applied for alimony *pendente lite*. The husband filed a balance-sheet, shewing a loss on his whole business for the year, and the registrar made an order on him and his partner to produce their account-books. They accordingly produced a ledger for the last year, but refused to allow it to be inspected:—*Held*, that the registrar had power under r. 191 to require an inspection of the ledger, and a writ of attachment issued to enforce compliance with his order. *CAREW v. CAREW* [Jeune J. [1891] P. 360]

4. — *Respondent's means.* In an application for alimony pending suit by the husband for dissolution of marriage, the wife is entitled to require that the husband shall state on oath the net profits of his business; but, except in a very strong case, the Court will not call for documents which would disclose partnership accounts. *TONGE v. TONGE* — *Jeune J.* [1892] P. 51

Permanent Maintenance.

1. — *Accord and satisfaction—Consideration.* A. obtained a divorce from her husband, in the course of which an order was made that the husband should pay her £40 per annum. A. married again, and when £16 was due under the order A. and her husband agreed, by writing not

DIVORCE—ALIMONY—Permanent Maintenance—continued.

under seal, in consideration of a payment of £10, to give up all claim to future payments under the order:—*Held*, that the agreement, being for the release of all payments under the order in consideration of the payment of a sum less than what was actually due and payable, was void for want of consideration, and did not prevent A. from enforcing payment of subsequent instalments in arrear. *UNDERWOOD v. UNDERWOOD*.

[C. A. revers. *Jeune Pres.* [1894] P. 204]

2. — *Arrears—Proof for in bankruptcy.* Arrears of alimony under an order of the Divorce Div. accrued after the receiving order but before discharge cannot be proved for by the wife in the husband's bankruptcy. *In re HAWKINS. Ex parte HAWKINS* Div. Ct. [1894] 1 Q. B. 25

3. — *Dum sola et casta clause.* (A.) Provision made for maintenance of a wife proved guilty of adultery without the insertion of a *dum sola et casta clause*. *LANDER v. LANDER* [Hannan Pres. [1891] P. 161]

See DIVORCE—CRUELTY. 2.

(b) There is no general rule that a *dum sola et casta clause* must be inserted in an order granting permanent maintenance, unless there be some reason for omitting it. Circumstances which should guide the Court considered. *WOOD v. WOOD* — — — C. A. [1891] P. 272

4. — *Injunction—Restraining dealings with property.* Where a decree *nisi* had been made absolute, and an order had been made that permanent maintenance should be secured to the petitioner, the Court granted an injunction restraining the respondent from dealing with his property. *NEWTON v. NEWTON* — G. Barnes J. [1895] W. N. 152 (5)]

5. — *Misconduct of wife—Judicial separation.* Following the old Eccles. Court, the Court has jurisdiction to grant permanent alimony to a wife against whom a decree of judicial separation has been made on account of her misconduct, and has also power from time to time to vary such order. *GOODDEN v. GOODDEN*

[*Jeune J.* [1891] P. 395; *affirm.* by C. A. [1892] P. 1]

6. — *"Property of wife."* An annual sum which the Court had on dissolution ordered under s. 92 of the Matrimonial Causes Act, 1857, to be paid to the wife, *held* to be "property of the wife," even though the deed to secure it had not been executed. The wife was therefore allowed to prove as a creditor in the administration of the husband's estate. *In re TATHAM. BENSUADE v. HASTINGS*

[*Stirling J.* [1892] W. N. 150]

7. — *Respondent's income—Partnership profits—Order under Matrimonial Causes Act, 1857, or the Act of 1866.* Where the husband's income under certain circumstances is liable to be greatly reduced, the inclination of the Court will be to make an order for an annual sum under the Act of 1866 rather than under that of 1857.

A wife obtained a decree *nisi* for dissolution. The husband was partner in a firm; by the partnership deed he was only allowed to draw a limited amount of the profits without leave of his

DIVORCE—ALIMONY—Permanent Maintenance—continued.

partner:—*Held*, by H. L. (E.), *revers. C. A.* and restoring *Jeune Pres.*, that the husband must be ordered (under the Act of 1866) to secure permanent maintenance for the wife on the basis of one-third of his average profits, and not on the basis of one-third of the amount he was allowed to draw. *HANBURY v. HANBURY* (No. 2)

[*Jeune Pres.* [1894] P. 102; *C. A.* [1894] P. 315; [*H. L. (E.)* [1895] A. C. 417]

DIVORCE—BIGAMY.

Ignorance of law—Discretion of Court. A husband and wife separated by agreement in writing, and the husband, believing that by the effect of such agreement the marriage was legally dissolved, married again. On discovering his mistake he again cohabited with his wife. She subsequently committed adultery. The Court, under the special circumstances, granted the man a divorce, notwithstanding his bigamy. *WHITWORTH v. WHITWORTH*

[*G. Barnes J.* [1893] P. 85]

DIVORCE—CHILDREN.

1. — *Access to children—Wife guilty of adultery.* The Court is not precluded from making an order giving the divorced wife access to her children, but as a general rule such an order will not be made. *HANDLEY v. HANDLEY*

[*C. A.* [1891] P. 124]

2. — *Custody—Setting aside order.* On it being shewn that the mother, the petitioner, was no longer fit for the custody of her children, the order was set aside and the custody given to the husband, but the wife's maintenance was not reduced. *WITT v. WITT* *Jeune J.* [1892] P. 163

3. — *Children over sixteen—Jurisdiction.* (A) The Court has no power to make orders as to children over sixteen, either in regard to custody, education, or maintenance. *BLANDFORD v. BLANDFORD* - - *Butt Pres.* [1892] P. 148

[*This case was overruled by C. A. in THOMASSET v. THOMASSET, below.*]

(B) Nor to continue orders for the payment of sums for the maintenance of such children. *OLIVER v. OLIVER* - *Jeune J.* [1892] W. N. 84

(C) The Court has power to make orders respecting the custody, maintenance and education of children until they attain the age of twenty-one years. *THOMASSET v. THOMASSET*

[*C. A. revers. Jeune Pres.* [1894] P. 295]

(D) The Court has power under s. 45 of the Act of 1857 to vary settlements in favour of children over 16. *MIDWINTER v. MIDWINTER*

[*Jeune Pres.* [1893] P. 93]

DIVORCE—COLLUSION.

1. — *Condonation of adultery suppressed by collusion—Intervention—Costs.* A wife obtained a decree *nisi*; subsequently she condoned the offences. There was collusion to suppress the condonation. The husband committed adultery after the condonation:—*Held*, (1) that collusion to suppress the fact of condonation after decree *nisi* was sufficient ground for refusing to make decree absolute; (2) that facts establishing such collusion were "material facts" within the Matrimonial Causes Act, 1857, s. 7; (3) that as the suit was not completed till decree absolute.

DIVORCE—COLLUSION—continued.

the petition, though not presented, had been prosecuted in collusion; (4) that such collusion might be brought forward by the Queen's Proctor under s. 7 of the Act of 1860, and was ground for rescinding decree *nisi*. *ROGERS v. ROGERS* - - *Jeune Pres.* [1894] P. 161

2. — *Findings in former suit—Rescission of decree nisi for collusion.* A wife petitioned for divorce; the jury found that the husband had been guilty of adultery and cruelty; the Queen's Proctor intervened, and the decree *nisi* was set aside for collusion and suppression of material facts. Afterwards the husband petitioned for a divorce:—*Held*, that the rescission of the decree did not prevent the findings of the jury in the former suit being conclusive evidence in the second. *BUTLER v. BUTLER* (No. 1)

[*Jeune Pres.* [1893] P. 185;

[*affirm. by C. A.* [1894] P. 25]

3. — *What amounts to.* If the initiation of a suit be procured, and its conduct (especially if abstention from defence be a term) provided for by agreement, that constitutes collusion, though no one can put his finger on any fact falsely dealt with or withheld. The various definitions of collusion reviewed and considered. *CHURCHWARD v. CHURCHWARD* *Jeune Pres.* [1895] P. 7

DIVORCE—CONDONATION.

1. — *Adultery subsequent to condonation.* Adultery subsequent to condonation makes the condonation alone no ground for rescinding decree *nisi*. *ROGERS v. ROGERS*

[*Jeune Pres.* [1894] P. 161]

See No. 4, below.

2. — *Damages—Costs—Divorce and Matrimonial Causes Act, 1857, ss. 30, 33, 59.* A husband petitioned for divorce on the ground of his wife's adultery with A. and B. He claimed damages and costs against A., and costs against B. The jury found that the respondent had committed adultery with A. and B., but that the adultery with A. had been condoned. The petitioner was not aware of the adultery with B. when he condoned that with A. *Jeune Pres.* dismissed A. from the suit and gave him his costs, and granted a decree *nisi* on the adultery with B.:—*Held*, by *C. A.*, (1) that condonation is not avoided by previous undisclosed adultery with another; (2) that condonation is a bar to a judgment for damages, and (3) that the petitioner may be ordered to pay the co-respondent's costs. *BERNSTEIN v. BERNSTEIN* (No. 2) - - *C. A.* [1893] P. 292

3. — *Damages—Second petition.* A husband having presented a petition charging his wife with adultery with A. condoned the offence, and allowed the petition to be dismissed. Subsequently he presented a second petition, charging adultery with B., and obtained leave to add the charges in the first petition against A. and to insert a claim for damages against A.:—*Held*, on motion to dismiss A. from the suit, that the condonation was no bar to the claim for damages. *BERNSTEIN v. BERNSTEIN* (No. 1)

[*Jeune Pres.* [1892] P. 375]

But see BERNSTEIN v. BERNSTEIN (No. 2)

[1893] P. 292]

DIVORCE—CONDONATION—continued.

4. — *Decree nisi not made absolute.*] A wife obtained a decree *nisi*, but no steps were taken to make it absolute. Believing she was free to do so, she went through a form of marriage with a man with whom she lived until his death: subsequently she resumed cohabitation with her husband, but left him on the ground of his cruelty. On her petition, *held* that the Court was entitled to make the original decree absolute. *MOORE v. MOORE G. Barnes J. [1892] P. 382*

5. — *Deed of separation.*] In a suit for judicial separation the husband pleaded that his wife had committed adultery. She replied that the adultery had been condoned by a covenant in a separation deed not to commence or prosecute proceedings in relation to antecedent offences. There was no other condonation, nor had the parties again cohabited:—*Held*, that the covenant was not equivalent to condonation, and that the husband might plead the wife's former misconduct in answer to her petition. *GOOCH v. GOOCH* - - - *Jeune Pres. [1893] P. 99*

DIVORCE—COSTS.

1. — *Attachment—Order on respondent to pay petitioner's costs.*] Where a respondent, who had been ordered after decree *nisi* to pay a certain sum into Court to meet the petitioner's costs, had not complied with the order, the Court refused to issue an attachment, but varied the order by directing the payment to be made to the petitioner's solicitor, on the undertaking that he should lodge it in Court. *HART v. HART*

[*Jeune J. [1891] W. N. 162*

2. — *Attachment—Security for costs—Undischarged bankrupt.*] An undischarged bankrupt respondent failed to comply with an order to give security for the wife's costs. He was proved to be in the possession of means not under the control of the trustee in bankruptcy:—*Held*, that the bankruptcy did not prevent the Court from attaching him. *SHINE v. SHINE*

[*Jeune Pres. [1893] P. 289*

3. — *Co-respondent—Bankruptcy notice.*] Order for payment of costs by co-respondent in decree *nisi* (afterwards made absolute) *held* not to be a final judgment on which a bankruptcy notice could issue. *In re BINSTED. Ex parte DALE* - - - *C. A. [1893] 1 Q. B. 199*

4. — *Co-respondent—Death before payment—Receiver.*] A co-respondent condemned in the costs of a divorce action died before payment. His estate being less than the costs, the petitioner was appointed receiver subject to the right of the co-respondent's widow to take out administration and give security for the unpaid costs; the right to be exercised within one week. *WADDELL v. WADDELL* - - - *Butt Pres. [1892] P. 226*

5. — *Co-respondent out of jurisdiction.*] Where a co-respondent appeared unconditionally and then filed an answer alleging his domicile was foreign, the Court dismissed him from the suit, but gave him only his costs of appearance. *GRANGE v. GRANGE* *Jeune Pres. [1892] P. 245*

6. — *Discretion.*] Under s. 51 of the Divorce Act, 1857, the costs of any suit or proceeding under the Act are in the discretion of the Court, and the C. A. is precluded by s. 49 of the Judi-

DIVORCE—COSTS—continued.

cature Act, 1873, and s. 20 of the Appellate Jurisdiction Act, 1876, from reviewing the exercise of such discretion. *RUSSELL v. RUSSELL* (No. 1) - - - *C. A. [1892] P. 162*

7. — *Enforcing order.*] Injunction granted restraining respondent from parting with specific property until the petitioner had the opportunity of enforcing her order as to costs. *BREWIS v. BREWIS* - - - *Jeune Pres. [1893] W. N. 6*

8. — *Pauper.*] Subject to the discretion of the Court under s. 51 of the Divorce Act, 1857, it is the practice in the Probate Division to allow a husband suing *in forma pauperis* for dissolution of marriage only his or his solicitor's costs out of pocket, including those of the certificate, and in the latter case a reasonable sum for office expenses, against the co-respondent:—*Semble*, per *Jeune Pres.*, that a barrister or a solicitor may receive fees from such pauper petitioner, and that a solicitor not assigned by the Court, but employed by such pauper petitioner, can sue his client on a retainer: also that the respondent and co-respondent may, if successful, obtain an order for full costs against such pauper petitioner: also that there is no clear rule of practice as to whether the respondent should obtain an order for security for costs against such pauper petitioner: but each case must be dealt with on its own merits. *RICHARDSON v. RICHARDSON*

[*Jeune Pres. [1895] P. 276*;

[*affirm. by C. A. [1895] P. 346*

9. — *Queen's Proctor's costs—Co-respondent.*] A co-respondent ordered to pay the costs of the Queen's Proctor's intervention. *TAPLEN v. TAPLEN* - - - *Collins J. [1891] P. 283*

10. — *Unnecessary charges of cruelty.*] Where the communication of venereal disease is charged as cruelty, and such communication is the only evidence of adultery, the costs of other charges of cruelty will, on a wife's successful petition for dissolution, be disallowed. *ASH v. ASH*

[*G. Barnes J. [1893] P. 293*

11. — *Wife's costs—Abortive trial.* (A) At the trial of a petition by a husband for divorce the jury disagreed, and were discharged without giving a verdict. The Court, upon the application of the wife, made an order that her costs of the hearing should be taxed and paid in full, and refused to limit such costs to the amount deposited in Court. *HURLEY v. HURLEY*

[*Collins J. [1891] P. 367*

(B) In a divorce action the husband and wife mutually charged each other with adultery. On the trial the jury found for the husband, but were unable to agree on the counter-charge against the wife:—*Held*, that the wife was entitled to her costs. *DELAFORCE v. DELAFORCE*

[*Butt Pres. [1892] W. N. 63*

12. — *Wife's costs—Attachment.*] The Court refused to attach a petitioner, who had not complied with an order to secure a sum for his wife's costs, on his shewing want of means as the reason for non-compliance. *CLARKE v. CLARKE*

[*Jeune J. [1891] P. 278*

13. — *Wife's costs—Bond to wife's solicitor—Divorce Rules, 158, 199—Appeal.*]—Where the Court has not allowed the wife any costs the bond

DIVORCE—COSTS—continued.

given by the husband to the wife's solicitor cannot be enforced against him. The question of costs being in the discretion of the Court there is no appeal from the decision of the Court refusing to allow such a bond to be enforced. *RUSSELL v. RUSSELL* (No. 1) - C. A. [1892] P. 152

14. — *Wife's costs pendente lite.*] Mode in which discretion of Court is to be exercised. *ALLEN v. ALLEN* (No. 2) - C. A. [1894] P. 134

15. — *Wife's costs—Solicitor's lien.*] The C. A. has jurisdiction to order the husband's costs of an unsuccessful appeal by the wife to be paid out of money paid by him into Court to defray the wife's costs at the hearing. Such an order will not be made to the prejudice of the lien of the wife's solicitor, even where the appeal was hopeless, unless he has so conducted himself as to justify so strong a measure. *HALL v. HALL* [C. A. [1891] P. 302]

DIVORCE—CRUELTY.

1. — *Delay.*] In this case, the Court, without giving an opinion as to whether a long course of neglect and immorality involving great mental trouble on the wife, but without actual violence, amounted to legal cruelty:—*Held*, that a delay of twenty years, not satisfactorily explained, prevented the petitioner from obtaining redress. *BEAUCLERK v. BEAUCLERK* (No. 1)

[C. A. affirm. *Butt J.* [1891] P. 189

On this case, see **DIVORCE—DESERTION.**

2. — *Discretionary bar—Findings of adultery against respondent and co-respondent and of cruelty against petitioner.*] On a husband's petition the jury found that the respondent and co-respondent had committed adultery, and that the petitioner had been guilty of cruelty but not of adultery; but there was no finding as to whether the cruelty had conducted to the adultery. *Gorell Barnes J.*, in the exercise of his discretion, and being of opinion that the cruelty had not conducted to the adultery, granted decree *nisi*, not to be made absolute till petitioner had secured to the respondent, by deed, an allowance of £36 per ann., *dum sola et casta vixerit*. *EDWARDS v. EDWARDS* - G. Barnes J. [1894] P. 33

3. — *Legal Cruelty.*] A long course of systematic neglect and insult involving danger to the wife's health, although not accompanied by actual violence, constitutes legal cruelty. *BETHUNE v. BETHUNE* *Hannan Pres.* [1891] P. 205

4. — *Unfounded charges.*] A false charge of having committed an unnatural criminal offence brought by a wife against her husband, although persisted in, is not sufficient evidence of legal cruelty to support a petition by the husband for judicial separation. But such conduct on the part of the wife justifies the Court in refusing to accede to her petition for restitution of conjugal rights. *RUSSELL v. RUSSELL* (No. 2)

[C. A. [1895] P. 315]

DIVORCE—DESERTION.

1. — *Definition.*] Separation by consent and desertion distinguished. *MAHONY v. MCCARTHY* [Jeune J. [1892] P. 21]

— *Reasonable cause.*

See **SCOTTISH LAW—Divorce.**

DIVORCE—DESERTION—continued.

2. — *Unreasonable delay in presenting petition.*] In 1890 the petition of a wife who married in 1858, but had lived apart from her husband since 1870 under a separation deed, was dismissed for unreasonable delay. Subsequently she obtained a decree for restitution. A decree *nisi* was granted for desertion (i.e., for non-compliance with the restitution decree) and adultery. The question of the extent to which the impediment of delay is avoided by obtaining a restitution decree considered. *BEAUCLERK v. BEAUCLERK* (No. 2)

[Jeune Pres. [1895] P. 220]

And see **DIVORCE—NULLITY OF MARRIAGE.** 2; **DIVORCE—PRACTICE.** 6.

3. — *What amounts to.*] A husband and wife were living apart under a separation deed, by which the husband covenanted to make weekly payments to the wife. The husband having ceased to make the payments, the wife offered to resume cohabitation; but the husband refused to do so. The wife then applied for an order for maintenance under the Married Women's (Maintenance in Case of Desertion) Act, 1886 (49 & 50 Vict. c. 52):—*Held*, that, in order to constitute desertion within the Act, the parties must be living together as man and wife when the desertion takes place; that the husband's refusal of the wife's offer to resume cohabitation did not constitute desertion; and that there was therefore no evidence of desertion. *Rex v. LERESCHE* - C. A. [1891] 2 Q. B. 418

[The Married Women Maintenance in Case of Desertion Act, 1886, was repealed, and further provision made by the Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39).]

DIVORCE—EVIDENCE.

Admission of evidence of respondent against co-respondent—Right to cross-examine.] The evidence of one party cannot be received as evidence against another unless the latter has an opportunity of cross-examination. Therefore, in a divorce suit, if the respondent's evidence tends to incriminate the co-respondent, and the co-respondent is not allowed to cross-examine, the judge should distinctly direct the jury to disregard that evidence as against the co-respondent:—*Seemle*, that the co-respondent has a right to cross-examine the respondent as to any evidence tending to incriminate him. *ALLEN v. ALLEN* (No. 1)

[C. A. [1894] P. 248]

DIVORCE—INSANITY.

1. — *Degree of insanity.*] (A) Though a wife is subject to insane delusions on certain points, if at the time she commits adultery she is capable of appreciating the nature of the act and its probable consequences, her insanity is not a defence to a petition by her husband for dissolution. *YARROW v. YARROW* *Hannan Pres.* [1892] P. 92

(B) Assuming that insanity is a defence to proceedings for divorce, the plea of insanity to be good must state that the insanity is lasting and abiding without hope of recovery or amelioration, and not that it is merely recurrent or intermittent. *HANBURY v. HANBURY* *Butt Pres.* [1892] P. 222

2. — *How far a defence.*] *Quære*, whether insanity can under any circumstances afford a defence to a petition for divorce. Rights of wife

DIVORCE—INSANITY—continued.

where husband is subject to dangerous mania considered. *HANBURY v. HANBURY*

[Butt Pres. [1892] P. 222

DIVORCE—JACTITATION OF MARRIAGE.

Acquiescence of petitioner. The jury found that the petitioner had at a former period acquiesced in the representation of the respondent that she was his wife, but could not agree whether there was a legal marriage:—*Held*, on this finding, that the petition must be dismissed. *THOMPSON v. ROUREE*. (No. 2) *Barnes J.* [1893] P. 11; [affirm. by C. A. [1893] P. 70

DIVORCE—JURISDICTION.

1. — *Domicile*—"Matrimonial domicile." The permanent domicile of the spouses within a territory is necessary to give the territorial Court jurisdiction so to divorce a *vinculo* that its decree to that effect shall have extra-territorial authority in international law. The so-called "matrimonial domicile" said to be created by *bonâ fide* residence of the spouses within a territory of a less degree of permanence than is required to fix their true domicile cannot be recognised as creating such jurisdiction. Decisions of English and Scotch Courts as to matrimonial domicile considered. *LE MESURIER v. LE MESURIER*

[J. C. [1895] A. C. 517

2. — *Domicile.* Two persons born in France of parents born in England but resident in France, were married in England, but subsequently resided in France. The husband on coming of age had made a declaration of his intention to retain British nationality, and he and his father contemplated return to England. He deserted his wife and went to the Australian colonies:—*Held*, that the domicile of the parties was English, *GOULDER v. GOULDER* *Lopes L.J.* [1892] P. 240

— *Domicile*—*Co-respondent out of jurisdiction.*

See *DIVORCE—COSTS*. 5.

2. — *Foreign divorce—Domicile.* An American married an Englishman domiciled in E. Husband and wife lived in E. for a short time, when the wife went to America on a visit. The wife never returned. Subsequently she obtained a divorce in Pennsylvania on the ground of the husband's cruelty, and remarried:—*Held*, that the Courts of Pennsylvania had no jurisdiction to divorce a British subject domiciled in this country who had never submitted himself to its jurisdiction, and that the remarriage of the wife in America entitled the husband to a decree for divorce in England. *GREEN v. GREEN*

[G. Barnes J. [1893] P. 89

— *Scottish domicile.*

See *SCOTTISH LAW—Divorce.*

4. — *Witnesses examined by foreign tribunal.* In a petition for dissolution the co-respondent filed an Act on petition denying the jurisdiction. The petitioner had obtained an order for examination of witnesses at Vienna, which was suspended pending the hearing of the Act on petition; in the meantime he applied to the Court at Vienna to summon witnesses before it. On the application of the respondent an injunction was granted restraining him from further prosecuting the Viennese proceedings. *ARMSTRONG v. ARMSTRONG* - *Jeune J.* [1892] P. 98

DIVORCE—NULLITY OF MARRIAGE.

1. — *Coercion.* According to the petitioner, the respondent threatened that he would blow his brains out if she refused to marry him there and then. According to the officiating clergyman, she went through the ceremony without any sign of unwillingness. The marriage was never consummated:—*Held*, that the facts were insufficient to rebut the presumption of consent; that the marriage was valid, and that the suit must be dismissed. *COOPER v. CRANE* - *Collins J.*

[1891] P. 369

2. — *Impotence—Delay—Sincerity.* A wife, seven years after her marriage, took proceedings for nullity on the ground that (as the fact was) the marriage had not been consummated owing to the impotence of her husband. It appeared that the impossibility of sexual intercourse had caused unhappy relations between the petitioner and the respondent, in consequence of which they had separated, but that since the filing of the petition she had offered to return to him:—*Held*, that the conduct of the petitioner had not been such as to constitute an estoppel by reason of want of sincerity, and that she was entitled to a decree of nullity. *L. (OTHERWISE B.) v. B.* *Jeune Pres.*

[1895] P. 274

— *Power to order Alimony notwithstanding.*

See *DIVORCE—ALIMONY—Pendente Lite.*

1.

3. — *Scottish divorce.* A husband's petition for divorce having been dismissed the parties, all of whose domicil was English, resorted to Scotland, and by agreement through a common agent commenced divorce proceedings there. The Court of Session pronounced a decree of divorce, and the respondent and co-respondent were married in the Isle of Man. *Held* (1), that the Court of Session had no jurisdiction to dissolve the first marriage; (2) that the second marriage was null and void. *BONAPARTE v. BONAPARTE*

[G. Barnes J. [1892] P. 402

DIVORCE—PRACTICE.

1. — *Confirming decree nisi—Delay.* Where a wife had obtained a decree *nisi* but delayed more than a year without taking steps to obtain the final decree:—*Held*, on an application by the respondent, that the petitioner must apply within a week to make the decree absolute or the petition would be dismissed. *LEWIS v. LEWIS*

[Jeune J. [1892] P. 212

2. — *Decree nisi—Petition for maintenance—Enforcing order.* Sect. 32 of the Matrimonial Causes Act, 1857, coupled with the General Rules and Regulations, rr. 96, 102, enable the Court before a decree *nisi* has been made absolute to confirm the Registrar's report approving of maintenance, to order the husband to secure the maintenance on the decree being made absolute, and until then to restrain him from parting with so much of his property as would not leave sufficient for the security. Form of order. *WATERHOUSE v. WATERHOUSE* *C. A.* [1893] P. 284

3. — *Decree nisi rescinded—Resumption of cohabitation—Queen's Proctor intervening.* A husband petitioner after decree *nisi* forgave his wife and resumed cohabitation with her. On affidavits to this effect by the husband and wife,

DIVORCE—PRACTICE—continued.

the Court rescinded the decree and dismissed the petition, without requiring the Queen's Proctor to file a formal plea. *FLOWER v. FLOWER*

[*Jeune Pres.* [1893] P. 290]

4. — *Discovery—Infant.*] Practice of Divorce Court as to discovery considered. Discovery ought not to be required from a party to divorce proceedings when it is sought for no other purpose than to prove such party guilty of adultery. Whether an order for discovery cannot be made against an infant in proceedings for divorce, *quære*. *REDFERN v. REDFERN*

[C. A. [1891] P. 139]

[*But see now R. S. C., Nov. 1893, O. xxxi., r. 29, St. R. & O. 1893, p. 550.*]

5. — *Intervention—Decree nisi—Queen's Proctor intervening—Alleged adulterer not allowed to intervene.*] (A) A wife obtained a decree nisi. The Queen's Proctor intervened on the ground that the petitioner was living in adultery with A. A. took out a summons to intervene:—*Held*, that he was not a party, and could not be permitted to intervene. *GRIEVE v. GRIEVE*

[*Jeune Pres.* [1893] P. 288]

(B) A wife obtained a decree nisi. The Queen's Proctor intervened on the ground of collusion, &c., and during the trial obtained leave to add a charge that the petitioner had committed adultery with A. A. took out a summons to intervene:—*Held*, that he was not a party, and could not be permitted to intervene. *CAREW v. CAREW*

G. Barnes J. [1894] P. 31

6. — *Jury, questions for—Husband's petition—Delay.*] Where the Queen's Proctor intervened to prevent a decree nisi obtained by a husband being made absolute on the ground of unreasonable delay in presenting the petition, the proper questions for the jury were held to be, When did the petitioner first know or have reason to believe that the respondent had committed adultery? and when did the petitioner first take action in order to obtain a divorce? *BROUGHAM v. BROUGHAM*

[*Jeune Pres.* [1895] P. 288]

7. — *Jury, trial by—Jactitation of marriage.*] It is not the practice to order a suit of jactitation of marriage to be tried by a jury if no defence has been put in. *THOMPSON v. ROURKE* (No. 1)

[C. A. [1892] P. 244]

DIVORCE—REPORTS AND RETURNS.

Report as to Marriage and Divorce in Foreign Countries. Parl. Paper, 1894 [C. 7392]. Price 1s. 3½d.

Return relating to Divorce Law in the Colonies except Canada. Parl. Paper, 1894 (144, 145). Price 4½d.

DIVORCE — RESTITUTION OF CONJUGAL RIGHTS.

1. — *Varying settlement.*] Considerations for the Court as to the variation of settlements in favour of the husband where the wife refuses compliance with the decree. *SWIFT v. SWIFT*

[*Hannen Pres.* [1891] P. 129]

[*Note:—This case was explained by C. A. in MICHELL v. MICHELL* (No. 1), [1891] P. 208.]

2. — *Varying settlement—Restraint on anticipation.*] Per C. A.: A restraint on anticipation

DIVORCE — RESTITUTION OF CONJUGAL RIGHTS—continued.

prevents the Court from ordering a settlement for the benefit of the husband of the property of a wife who refuses to comply with a decree for restitution of conjugal rights. *MICHELL v. MICHELL* (No. 1)

C. A. [1891] P. 208

[*revers. Jeune J.* [1891] P. 166]

The husband's petition for a settlement under s. 3 of the Matrimonial Causes Act, 1884, was accordingly dismissed, but without costs. *MICHELL v. MICHELL* (No. 2)

[*Jeune J.* [1891] P. 305]

DIVORCE—SEPARATION (AND SEPARATION DEED).

Husband's Rights, col. 286.

Judicial Separation, col. 286.

Separation Deed, col. 286.

Separation Order, col. 287.

Husband's Rights.

Authority of husband.] Where a wife refuses to live with her husband, he is not entitled to keep her in confinement in order to enforce restitution of conjugal rights. *REG. v. JACKSON*

[C. A. [1891] 1 Q. B. 671]

Judicial Separation.

Wife's petition.] A wife suing for divorce on the ground of adultery and cruelty failed to prove the cruelty. It was also proved that the wife had deserted her husband before he committed adultery:—*Held*, that notwithstanding her desertion, the wife was entitled to convert her petition for divorce into a petition for judicial separation. *DUPLANY v. DUPLANY*

[*Jeune J.* [1892] P. 53]

Separation Deed.

1. — *Acts committed before or subsequent to date of deed.*] A proviso that the covenants, &c., of a deed shall be void if a petition be filed for divorce, &c., for acts committed before or subsequent to date of deed is severable. Therefore that part of the deed which relates to acts committed "before" being valid a declaration that the covenants, &c., are void can be made. *BRUNTON v. DIXON* Chitty J. [1892] W. N. 105

— *Condonation.*

See DIVORCE—CONDONATION. 5.

2. — *Covenant to pay annuity—Covenant not to molest.*] Husband and wife separated by deed. The husband covenanted to pay the wife an annuity; and she covenanted not to molest, annoy, or interfere with her husband. The deed contained no *dum casta* clause:—*Held*, that the fact of the wife's committing adultery resulting in the birth of a child was no defence to an action by her for arrears of the annuity. *SWEET v. SWEET*

Div. Ct. [1895] 1 Q. B. 12

3. — *Covenant to pay annuity—Resumption of cohabitation.*] *Semle*, an annuity payable under a separation deed between husband and wife ceases to be payable if cohabitation is resumed. *In re ABDY. RABBETH v. DONALDSON* (No. 2)

[C. A. [1895] 1 Ch. 455]

4. — *Covenant to pay annuity—Separate use.*] Covenant by husband in a separation deed to pay

DIVORCE—SEPARATION (AND SEPARATION DEED)—Separation Deed—continued.

annuity for wife's separate use during joint lives. The annuity was in arrear on the death of husband:—*Held*, that the separate use came to an end on the death of husband and did not bind the arrears. *STOGDON v. LEE*

[C. A. [1891] 1 Q. B. 661]

5. — Marriage contract under French law.]

The question in this case was as to the power of the registrar of the Divorce Court under the terms of a separation agreement to determine certain questions of French law, and to vary the conditions of a marriage contract made under that law. *DE RICCI v. DE RICCI*

[*Jeune J.* [1891] P. 378]

Separation Order by Justices.**1. — Aggravated assault — Jurisdiction.]**

Where a separation order has been made under the Matrimonial Causes Act, 1878, s. 4, against a husband convicted of an aggravated assault upon his wife, and such order does not contain a provision for the wife's maintenance, there is no jurisdiction to make a subsequent order for maintenance. *WOODHEAD v. WOODHEAD*

[Div. Ct. [1895] P. 343]

[*Note*:—This s. is repealed and further provision made by the Summary Jurisdiction (Married Women) Act, 1895 (58 & 59 Vict. c. 39).]

2. — Appeal.] A husband was convicted under 24 & 25 Vict. c. 100, s. 43, of an aggravated assault, and an order was made by the justices giving the wife a judicial separation and maintenance. The husband appealed:—*Held*, that there was no appeal against the conviction. The appeal against the order made on the conviction dismissed on its merits. *LEWIN v. LEWIN*

[*Jeune J.* [1891] P. 264]

3. — Evidence.] A husband who has been convicted by justices of an aggravated assault upon his wife is entitled to give evidence before them on an application by her for a separation order under s. 4 of the Matrimonial Causes Act, 1878. *JONES v. JONES* — Div. Ct. [1895] P. 301

4. — Reduction of maintenance—Discretion.]

The justices have a discretion to grant or refuse a summons to reduce the amount of maintenance ordered to a wife. *REG. v. HIGGINS*

[Div. Ct. [1891] W. N. 88]

DIVORCE—SETTLEMENTS (VARIATION OF).

1. — Colonial decree of nullity.] There is no jurisdiction to entertain a petition to vary settlements based on a decree of nullity of marriage obtained in a colonial Court. *MOORE (FALSELY CALLED BULL) v. BULL*

[*Jeune J.* [1891] P. 279]

2. — Extinction of husband's interest.] A marriage was dissolved on the wife's petition. There had been a settlement of property, practically the whole of which came from the wife. The settlement contained a provision that after the husband's death, if the wife married again she could appoint half the income to the second husband for life, and appoint half the capital among the children of the second marriage:—*Held*, that the proper settlement to be made should extinguish the husband's beneficial in-

DIVORCE—SETTLEMENTS (VARIATIONS OF)—continued.

terest and powers of consent, &c., as if he were dead, but should not accelerate the wife's power to re-settle, which should only be exercised on the death of the first husband. *POLLARD v. POLLARD* — *Jeune Pres.* [1894] P. 172

3. — Inquiry before final decree.] The Court has jurisdiction before pronouncing a final decree for the dissolution of a marriage to direct an inquiry as to the wife's property, so that it may be in a position to order a settlement as soon as the final decree is pronounced. Otherwise, if the property were subject during coverture to a restraint on anticipation, the wife, by marrying again immediately after the decree, might put it out of the power of the Court to order the settlement. On directing such an inquiry the Court will order the husband to give security for the costs of the inquiry. *MIDWINTER v. MIDWINTER* (No. 1) — *C. A.* [1892] P. 28

4. — Intervener.] Where an intervener's name has been struck out of the title of the petition, the Court will not re-insert it in proceedings for variation of settlements. *CONNEMARA v. CONNEMARA* — *Butt Pres.* [1892] P. 102

5. — Parties domiciled in Scotland at the time of the marriage.] The Court has power to entertain a petition for variation of settlements although the petitioner and respondent were domiciled in S. at the time of the marriage, and although the settlements were made in the Scotch form. *FORSYTH v. FORSYTH*

[*Jeune J.* [1891] P. 363]

6. — Reconveyance—Failure of limitations in settlement.] M. obtained a divorce from his wife. The limitations in the marriage settlement after a life interest to M. and before remainder to M. all failed with the exception of a remainder to M.'s children by any subsequent marriage:—*Held*, that an order could and should be made under s. 5 of the Matrimonial Causes Act, 1859, for the reconveyance of the property to M. absolutely. *MEREDYTH v. MEREDYTH*

[*Jeune Pres.* [1895] P. 92]

7. — Wife's costs.] Where the husband was unable to pay the costs of the wife's petition:—*Held*, that the settlement made on the marriage might be varied in order to raise the costs of the suit and the petition for variation, although the husband had brought nothing into the settlement. *HIPWELL v. HIPWELL* — *Butt Pres.* [1892] P. 147

8. — Wife's property on husband and children.] On a petition for the variation of settlements of a guilty wife, the Court settled a fixed amount of the wife's property on the husband, independently of any fluctuation in the value of property, and refused to insert a *dum solus* clause or to limit the children's allowance to sixteen years of age. *MIDWINTER v. MIDWINTER* (No. 2)

[*Jeune Pres.* [1893] P. 93]

DOCK.

— Rating of.

See RATES—Rateable Occupation. 4, 5.

DOCK COMPANY.

Statutory powers.] Regulations issued by a dock co. under its special Act and the Harbour Clauses Act, 1847, but not confirmed as bye-laws

DOCK COMPANY—continued.

in manner prescribed by s. 85 of the latter Act :—*Held*, not to be binding on a shipping co. using the dock, save by agreement. A shipping co. is not entitled save by agreement to have berths appropriated for ships or other special accommodation. **LONDON ASSOCIATION OF SHIPOWNERS AND BROKERS v. LONDON AND INDIA DOCKS JOINT COMMITTEE** - - [C. A. [1892] 3 Ch. 242]

DOCUMENTS.

— Production and inspection of.

See PRACTICE—DISCOVERY—Production and Inspection of Documents.

"DOMESTIC ANIMALS."

See CRIMINAL LAW—CRUELTY TO ANIMALS.

"DOMESTIC PURPOSES."

See BOILER—Explosions. 2.

DOMICILE.

1. — *Definition.* (A) The domicile of a person is that place or country in which his habitation is fixed without any present intention of removing therefrom. *In re CRAIGNISH. CRAIGNISH v. HEWITT* C. A. affirm. Chitty J. [1892] 3 Ch. 180

(B) The permanent domicile of the spouses within a territory is necessary to give the territorial court jurisdiction so to divorce a *vinculo* that its decree to that effect shall have extra-territorial authority in international law. The so-called "matrimonial domicile" said to be created by *bonâ fide* residence of the spouses within a territory of a less degree of permanence than is required to fix their true domicile cannot be recognised as creating such jurisdiction. Decisions of English and Scottish Courts as to matrimonial domicile considered. *LE MESURIER v. LE MESURIER* - J. C. [1895] A. C. 517

2. — *Children of British-born subjects resident in France.* Question as to domicile of children born in France of British-born subjects resident in France. *GOULDER v. GOULDER*

[Lopes L.J. [1892] P. 240]

3. — *Domicile of origin.* Where the domicile of birth is changed during infancy by a change of the domicile of the father, the changed domicile is not the domicile of origin of the infant. *In re CRAIGNISH. CRAIGNISH v. HEWITT*

[C. A. affirm. Chitty J. [1892] 3 Ch. 180]

4. — *Fatherless infant—Re-marriage of mother—Change of mother's domicile.* The mother of fatherless infants has a power of changing their domicile vested in her for their welfare, and she may abstain from exercising it when she changes her own domicile. B., a widow with children all domiciled in S., re-married N. (a domiciled Scotchman). Subsequently N. went to reside in E., and B. and all her children except C. followed him and acquired an English domicile. C. continued to live with an aunt in S. till her death in her twenty-second year :—*Held*, that B. had abstained from changing C.'s domicile when she changed her own, and that C. retained her Scotch domicile. *In re BEAUMONT* - - Stirling J.

[1893] 3 Ch. 490]

5. — *Foreign divorce—domicile.* An American

DOMICILE—continued.

married an Englishman domiciled in E. Husband and wife lived in E. for a short time, when the wife went to America on a visit. The wife never returned. Subsequently she obtained a divorce in Pennsylvania on the ground of the husband's cruelty, and remarried :—*Held*, that the Courts of Pennsylvania had no jurisdiction to divorce a British subject domiciled in this country who had never submitted himself to its jurisdiction. *GREEN v. GREEN* - Barnes J. [1893] P. 89

— *Scottish.*

See SCOTTISH LAW—Divorce.

DONATIO MORTIS CAUSÂ.

Bonds deposited in safe. The delivery of the key of a wardrobe in which was kept the key of a safe accompanied by the words "take the bonds, all is yours," *held* to pass the bonds in the safe. *MUSTAPHA v. WEDLAKE* - Mathew J. [1891] W. N. 901

Note.—In a will case the gift of a desk "and its contents," among which was the key of a tin box containing securities, was *held* to give n title to the contents of the box. *In re ROBSON. ROBSON v. HAMILTON* Chitty J. [1891] 2 Ch. 559

DORMANT ACTION.

See PRACTICE—SEQUESTRATION. 1.

DORMANT PARTNER.

See BILL OF SALE—STATUTORY FORM—Address, &c. 3.

DOUBLE PORTION.

See WILL—LEGACY. 13.

DOWER.

1. — *Annuity in satisfaction of dower—Priority.* Where a testor, by his will disposes of all his real estate, out of which, if he died intestate, his widow would be entitled to dower, and gives a legacy to his wife which he declares to be in satisfaction of her dower, and also other legacies, and dies seized of real estate, his widow is not entitled to priority under s. 12 of the Dower Act, 1833, over the other legatees in the event of the personal estate being insufficient to pay all the legatees in full. *In re GREENWOOD. GREENWOOD v. GREENWOOD* - Chitty J. [1892] 2 Ch. 295

2. — *Right to.* Where the husband's equitable estate in possession was severed from his legal estate in remainder by the interposition of a succession of estates tail which might possibly have arisen :—*Held*, that his widow was not entitled to dower. *In re MITCHELL. MOORE v. MOORE* - - Stirling J. [1892] 2 Ch. 87

DRAIN AND DRAINAGE.

See LONDON COUNTY—DRAINAGE, &c.; SEWERAGE AND DRAINAGE.

— *Expenses.*

See SETTLED LAND—SETTLED LAND Acts—Application of Capital Money. 7.

DRAMATIC WORK.

— *Copyright in.*

See COPYRIGHT—Dramatic; International. 2.

DRESS PATTERN.

See COPYRIGHT—Book. 4.

DRUNKENNESS.

— of Clergyman.

See ECCLESIASTICAL LAW—Offences by Clergymen. 2, 8.

— Imputation of.

See DEFAMATION—SLANDER. 1.

— offence under Licensing Acts.

See INTOXICATING LIQUORS—Offences. 3.**DUBLIN PORT.**

— Pilotage.

See SHIP—PILOTAGE—Bye-laws.**DUE DILIGENCE.***See* SHIP—BILL OF LADING—Exceptions. 1 (B).**DUM CASTA CLAUSE.***See* D.VORCE—ALIMONY—Permanent Maintenance. 2.

DIVORCE—SEPARATION. 2.

DURATION.

— of Annuity.

See ANNUITY—Duration.**DUTCH LAW.**

— Marine Insurance.

See INSURANCE, MARINE. 17.**DUTY.**

— of Director.

See COMPANY—DIRECTORS—Duties.

— of Trustees.

See TRUSTEE—DUTIES AND LIABILITIES.**DWELLING-HOUSE.***See* HOUSE TAX. 3.

"DWELLING-HOUSE IN ENGLAND."

See BANKRUPTCY—PETITION. 4.

E.

EARNINGS.

See COMPANY — WINDING-UP — ASSETS.
6, 7.

— Appointment of Receiver of.

See PRACTICE — RECEIVER — Equitable
Execution. 2.

EASEMENT.

1. — *Abandonment—Evidence to shew.* Evidence to shew abandonment of an easement considered. *JAMES v. STEVENSON*

[J. C. [1893] A. C. 162

— of Air.

See AIR.

2. — *County Court jurisdiction.* The debt claimed as an easement the right, as one of the public, to ground his barge on the bed of a navigable river:—*Held*, that the County Court judge had no jurisdiction to try the case, the jurisdiction to try cases involving the title to easements given by the County Courts Act, 1888, s. 60, only applying to easements in respect of which there exist dominant and servient tenements. *HAWKINS v. RUTTER* - Div. Ct.

[1892] 1 Q. B. 668

3. — *taking of under Lands Clauses Act.* An easement taken under the Lands Clauses Act, 1845, is taken as "land," but the procedure for compensation is different from that when the soil is taken, and the remedy is under s. 68 of the Act. *SCHOOL BOARD FOR LONDON v. SMITH*

[Kekewich J. [1895] W. N. 37

— of Light.

See LIGHT.

4. — *Rateability of.* Land may be occupied in the enjoyment of an easement so as to make the occupier liable to poor rate, and that although the owner of the soil may have reserved rights of possession subordinate to the paramount rights he has granted. The test of rateability is not whether the rights granted are corporeal or incorporeal, but whether there is occupation, which is a question of fact. *ASSESSMENT COMMITTEE OF HOLYWELL UNION v. HALKYN DISTRICT MINES DRAINAGE CO.* - H. L. (E.) [1895] A. C. 117

— *Rent charge in consideration of easement.*

See VENDOR AND PURCHASER—Title. 14.

— of Support.

See MINES, &C.—Working.

5. — *Tunnel.* A tunnel under a highway held to be an hereditament and not an easement, and therefore as debts had been in exclusive possession for more than twelve though less than twenty years they had acquired a statutory title as against the owner of the sub-soil of the highway. *BEVAN v. LONDON PORTLAND CEMENT CO.*

[Romer J. [1892] W. N. 151

— of Way.

See WAY, RIGHT OF.

"EBOLINE."

See TRADE-MARK—REGISTRATION. 25.

ECCLESIASTICAL COMMISSION.

Circulars issued by the Comms. to their metropolitan lessees with reference to the transfer to the lessees of their reversions. Parl. Paper, 1893 (99). Price ½d.

ECCLESIASTICAL COURT.

See ECCLESIASTICAL LAW.

ECCLESIASTICAL LAW.

Advowson, col. 294.

Church Rates, col. 294.

Faculty, col. 295.

Fees, col. 298.

Glebe, col. 298.

Offences by Clergymen, col. 298.

Parish Clerk, col. 299.

Parsonage House, col. 299.

Pew, col. 300.

Reports and Returns, col. 300.

Ritual, col. 300.

Sequestration, col. 302.

Advowson.

1. — *Presentation to living—Roman Catholic patron.* A presentation by a college on the nomination of a Roman Catholic patron held to be absolutely void under 13 Anne, c. 13. *BOYER v. BISHOP OF NORWICH* J. C. [1892] A. C. 417

[(affirm. Arches Ct.) [1892] P. 41

2. — *Quare impedit—Usurpation—Exchange.* As between patrons with alternate turns of presentation to a benefice, a presentation on an exchange of livings must be reckoned as a turn. If one patron wrongfully usurp the turn of another, the order of turns of presentation is not thereby altered, but the ousted patron after six months loses his turn, and cannot require by usurping against the wrongdoer by way of retaliation.

On this point there is no distinction between usurpation by a stranger and by a person party or privy to the title. *KEEN v. DENNY*

[Chitty J. [1894] 3 Ch. 169

Burials.

— *Incumbent's fees.*

See BURIAL. 1.

Church Rates.

1. — *Abolition—Reservation of right to levy church rate under local Act upon "any contract made," or for good and valuable consideration.* The "contract made" or good consideration given mentioned in s. 5 of the Compulsory Church Rate Abolition Act, 1868, must be found in or gathered from the local Act.

On the construction of the Marylebone local Acts:—*Held*, that there was no power to levy a rate. *REG. v. VESTRY OF MARYLEBONE*

[C. A. [1895] 1 Q. B. 771

2. — *Assessment—"Full annual rent or value."* By a local Act (1 & 2 Geo. 4, c. cxiv.), s. 8, the churchwardens of a parish were required to make a rate "on the full annual rent or value" of all

ECCLESIASTICAL LAW—Church Rates—contd.

houses rateable to the relief of the poor:—*Held*, that "full annual rent or value" meant full net annual value, and that the rate could not be made on the gross estimated rental. *ROSE v. WATSON* - - Div. Ct. [1894] 2 Q. B. 90

Colonial Law.

See CANADA—Provincial Law—Quebec.
5.

Faculty.

1. — *Burial.*] (A) Where an O. in C. is issued under s. 23 of the Burials Act, 1857, directing the removal and reinterment of human remains under a church, a faculty is necessary for carrying out the O. *RECTOR, &c., OF ST. MICHAEL BASHISHAW v. PARISHIONERS OF SAME* Consist. Ct. of London [[1898] P. 233

(B) And it is the duty of the Consistory Court to grant a faculty directing the churchwardens to remove the remains. In this case provisions were inserted in the faculty for the safeguard of the fabric of the church, and for authorizing the families of persons buried in the vaults to remove the remains of their relatives to any consecrated burial-ground they might select. Costs of the faculty declared to be incidental to the carrying out of the O. in C. *RECTOR, &c., OF ST. MARY-AT-HILL WITH ST. ANDREW HUBBARD v. PARISHIONERS OF SAME* - - Consist. Ct. of London [[1898] P. 394

2. — *Burial—Cremation.*] Where both burial and cremation are desired, the cremation must come first. The Court will not grant a faculty for the removal of remains after burial for cremation. But the ashes of a cremated person may be buried in consecrated ground. *In re DIXON* [Consist. Ct. of London [1892] P. 386

3. — *Burial—Cremated remains—Interment of in parish church closed for burials—Urn containing cremated remains.*] On an application for a faculty to place in a niche in the wall of a church closed for burials by O. in C. a sealed urn containing the cremated ashes of a dead body:—*Held*, that the provisions prohibiting "burial" did not apply to the depositing of cremated ashes, and that there was jurisdiction to grant the faculty, but that the placing of the urn in the wall might be inconvenient:—*Held*, also, that as there were no objections on sanitary grounds to placing the urn below the floor of the church, a faculty for that purpose might issue, subject to a proper fee to the incumbent for the interment. *Semble*, cremated remains cannot lawfully be interred in a parish church except under a faculty from the Ordinary. *In re KERR*

[Consist. Ct. of London [1894] P. 284

4. — *Chancel screen gates—Discretion of Ordinary.*] The rector, &c., of a parish petitioned for a faculty to erect a chancel screen with gates, which when shut would cut off communication from the nave to the chancel, and it appeared that the gates would be kept open during divine service and closed at other times, and would be a protection to the contents of the chancel.

A. *Held*, by the Chancellor of St. Albans, that the grant of a faculty would be an exercise of his discretion in opposition to the decision of the Court of Arches in *Bradford v. Fry* (4 P. D. 93),

ECCLESIASTICAL LAW—Faculty—continued.

but intimated that he would grant a faculty for the screen without the gates. *RECTOR, &c., OF ST. ANDREW, ROMFORD v. ALL PERSONS HAVING INTEREST* - - Consist. Ct. of St. Albans [[1894] P. 230

B. *Held*, by the Chancellor of London, on being satisfied in his discretion that the erection would be of utility, that the faculty should be granted.

(A) *ST. JAMES NORLAND (VICAR, &c.) v. PARISHIONERS OF THE SAME*

[Consist. Ct. of London [1894] P. 266

(B) *ST. PETER'S, EATON SQUARE (VICAR, &c.) v. PARISHIONERS OF SAME*

[Consist. Ct. of London [1894] P. 350

5. — *Churchyard—Conversion of to secular uses.*] (A) A faculty refused for widening the roadway bounding the churchyard by throwing into the road a strip of consecrated ground which had been added to the churchyard. In this case (i.) the proposed widening would have enabled (a) a pathway to be made on the side of the road adjoining the churchyard, and (b) the expense of fencing part of the burial ground to be provided for; and (ii.) burials had been prohibited in the slip of ground proposed to be taken. *In re PLUMSTEAD BURIAL GROUND*

[Consist. Ct. of Rochester [1895] P. 225
But see No. 8, below.

(B) A faculty granted for a similar purpose. In this case burials had taken place in the part proposed to be taken, and the faculty was opposed by owners of graves proposed to be interfered with. *HOVA, ST. ANDREW'S (VICAR, &c.) v. MAWN* - - Consist. Ct. of Chichester [1895] P. 228, n.

6. — *Disused churchyard—Flights of steps and entrances.*] Faculty granted allowing construction of flights of steps and entrances thereto in two disused churchyards in the City of London for the purpose of giving access to chambers for the transformation and storing of electricity adjoining the churchyards. *In re ST. BENET SHERREHOE. In re ST. NICHOLAS ACONS*

[Consist. Ct. of London [1893] P. 66, n.

7. — *Disused churchyard—Public garden.*] Faculty granted to allow use of closed churchyard as a public garden, subject to certain rules as to vaults still kept in repair. *VICAR, &c., OF ST. BOTOLPH WITHOUT ALDGATE v. PARISHIONERS OF SAME (No. 2)* Consist. Ct. of London

[[1892] P. 173

8. — *Disused churchyard—Transformer chambers for electric lighting.*] Faculty granted allowing construction of chambers under two disused churchyards in the City of London for the storing and transformation of electricity:—*Held*, also, that the fact that one churchyard was vested by local Acts in the Corporation, to the intent that it might for ever remain unbuilt on and unused for any purpose except such ornamental purpose as the bishop should approve, did not preclude the Court from granting the faculty. *In re ST. NICHOLAS COLE ABBEY. In re ST. BENET FINE, CHURCHYARD*

[Consist. Ct. of London [1893] P. 68

9. — *Disused churchyard—Widening road.*]

ECCLIASTICAL LAW—Faculty—continued.

Faculty granted to sanction an agreement to give up part of a closed churchyard to widen a roadway, and for the removal of the bodies disturbed by the arrangement, to a country cemetery.—Jurisdiction as to the removal of bodies considered. *VICAR, &c., OF ST. BOTOLPH WITHOUT ALDGAIE v. PARISHIONERS OF SAME* (No. 1). *COMMISSIONERS OF SEWERS OF CITY OF LONDON, &c. v. SAME* - *Consist. Ct. of London* [[1892] P. 161

10. — *Evidence—Memorials by parishioners against a faculty.*] (A) *Held*, to be admissible. *VICAR OF TETBURY v. CHURCHWARDENS, &c., OF TETBURY*

[*Consist. Ct. of Gloucester* [1892] P. 271, n.

(B) *Held*, not to be admissible. *NICKALLS v. BRISCOE* *Consist. Ct. of Rochester* [1892] P. 269

11. — *Memorial inscription—Prayers for the dead.*] So much of an application as prayed for a faculty for placing in a church the words "De caritate tua ora pro anima H. mortuus," was rejected by the Chancellor in the exercise of his discretion. *EGERTON v. ALL OF ODD RODE*

[*Consist. Ct. of Chester* [1894] P. 15

12. — *Removal of human remains.*] Jurisdiction as to the removal of bodies considered, and provisions as to exemption of family vaults which will be inserted in faculties. Inclination of Court to consult wishes of persons interested. *RECTOR, &c., OF ST. HELENA, BISHOPSGATE. WITH ST. MARY OUTWICH v. PARISHIONERS OF SAME*

[*Consist. Ct. of London* [1892] P. 259

13. — *Reredos—Triptych—Painted panels—Sculptured figures.*] A faculty was granted for a reredos of oak eight feet high, consisting of a triptych with panels of which the wings could be closed; on the centre panel was a painting of the Last Supper, and on the side ones of the Agony in the Garden and the Risen Christ with the Marys at the Tomb. The reverse side of the wings were plain. The whole was surmounted by carved figures of Our Lord, Moses, and Elias and angels. The faculty was subject to the condition that the triptych was always to remain open during divine service. *VICAR, &c., OF PENDLEBURY, ST. JOHN v. PARISHIONERS OF THE SAME* *Consist. Ct. of Manchester* [1895] P. 178

14. — *Rood loft—Rood beam—Rood—Wooden figures on rood beam—Chancel screen gates—Side screens—Choir stalls.*] A faculty was applied for to retain the following works introduced without a faculty: a chancel screen without gates, a rood loft resting on the screen, a rood beam with crucifix with figures of the Virgin Mary and St. John on it; and for the erection of the following new works: the placing on the rood beam of two other figures, gates to the chancel screen, screens across the aisles, and choir stalls with screens behind them:—*Held*, that the rood loft and wooden figures were illegal, but that as the property in the church required protection a faculty could issue for the chancel screen, for gates to the same, for the aisle screens with gates, and for the choir stalls and screens. *VICAR, &c., OF ST. JOHN THE BAPTIST, TIMBERHILL v. RECTORS, &c., OF ST. JOHN THE BAPTIST, TIMBERHILL*

[*Consist. Ct. of Norwich* [1895] P. 71

ECCLIASTICAL LAW—Faculty—continued.

15. — *Second communion table—Separation of side chapel.*] Before granting a faculty for a second communion table in a side chapel the Court should be satisfied that the side chapel is separated from the aisle by trellis work or otherwise so as to indicate that it is a side chapel authorized to be used when the chancel or nave is not used for divine service. *VICAR, &c., OF ST. PETER'S, EATON SQUARE v. PARISHIONERS OF THE SAME* *Consist. Ct. of London* [1894] P. 350

16. — *Stained glass window in chancel.*] The discretion of the Ordinary as to granting or refusing a faculty for a stained glass window in a chancel is the same as if it were sought to place the window in any other part of the church. *NICKALLS v. BRISCOE*

[*Archdeaconry Ct. of Canterbury* [1892] P. 269

Fees.

Privy Council Order, Dec. 10, 1895, approving new tables of fees. St. R. & O. 1895, No. 580. Price 1s.

Glebe.

Rules made by the Bd. of Agriculture, Aug., 1892, and approved by the Ld. Chanc., as to the sale of Glebe Land under the Glebe Lands Act, 1888. St. R. & O. 1892, p. 11.

1. — *Lands allotted to vicar "and his successors."*] An award, pursuant to an Inclosure Act, of lands in respect of glebe to M. and his successors, vicars of C., is not an instrument limiting an estate or interest in land "to or in trust for any persons by way of succession" so as to constitute a settlement within the meaning of s. 2 (1) of the Settled Land Act, 1882. But where part of lands awarded to the vicars of C. pursuant to an Inclosure Act had been taken by a rlwy., and the purchase-money paid into Court, then by the combined operation of s. 32 of the Settled Land Act, 1882, and s. 69 of the Lands Clauses Act, 1845, and upon the authorities, such money may be dealt with as capital money arising under the Settled Land Acts; and the Court has discretionary jurisdiction under the Settled Land Act, 1887, to authorize the application of them in the redemption of terminable rent-charges on glebe, created under the Land Improvement Act, 1864. *Ex parte VICAR OF CASTLE BYTHAM. Ex parte MIDLAND RLWY.* *Stirling J.* [1895] 1 Ch. 343

2. — *Mines in glebe lands—Control by Eccles. Commrs.*] After the passing of the restraining statutes of Elizabeth, the opening of mines in glebe lands, and the letting of the mines by the incumbent, even with the consent of the patron and ordinary, were illegal until the passing of 5 & 6 Vict. c. 108, which enabled the mines to be leased with the consent of the Eccles. Commrs.

The Eccles. Commrs. can maintain an action to restrain the working of mines in glebe lands otherwise than under a lease sanctioned by them.

An incumbent cannot lawfully continue, or authorize a tenant, to work mines in glebe land which have been unlawfully opened. *ECCLIASTICAL COMMISSIONERS v. WODEHOUSE*

[*Romer J.* [1895] 1 Ch. 552

Offences by Clergymen.

Clergy discipline.] *By the Clergy Discipline*

ECCLESIASTICAL LAW—Offences by Clergymen—continued.

Act, 1892 (55 & 56 Vict. c. 82), provision was made as to offences by "clergymen."

"The Clergy Discipline Rules, 1892," regulating procedure under 55 & 56 Vict. c. 82. St. R. & O. 1892, p. 258; St. O. P. Price 4d.

Additional Rule dated March, 1893, amending r. 22 of the Clergy Discipline Rules, 1892. St. R. & O. 1893, p. 73.

Scale dated March, 25, 1893, of fees and costs under the Clergy Discipline Act, 1892. St. R. & O. 1893, p. 804.

1. — *Appeal—Security for costs.* Security for costs ordered on appeal in a crim. suit promoted by the respondent under the Church Discipline Act, 1840 (3 & 4 Vict. c. 86), it being shown that the appellant was in a state of poverty, and had not paid any of the costs of the original suit. *O'MALLEY v. BISHOP OF NORWICH* [Arch. Ct. of Canterbury [1892] P. 175]

2. — *Habitual Drunkenness—Stale charges.* A bishop refused to institute a clergyman to a new living on the ground of habitual drunkenness in his past cure:—*Held*, that the bishop was not limited in his inquiries to the period prescribed for prosecution in the Church Discipline Act, 1840. Amount of proof necessary to justify this refusal, and the staleness of the charges considered. *MARRINER v. BISHOP OF BATH AND WELLS* — Arch. Ct. of Canterbury [1893] P. 145, n.

3. — *Scandalous conduct—Proof of drunkenness—Practice.* The offence of "occasioning scandal and evil report" is not an offence which can be legally tried under the Clergy Discipline Act, 1892. Practice of the Court stated as to admitting to proof in a crim. suit charges of habitual drunkenness and of acts of drunkenness, the precise dates of which the prosecutor cannot specify. *BISHOP OF ROCHESTER v. HARRIS* [Consist. Ct. of Rochester [1893] P. 137]

Parish Clerk.

1. — *Appointment of—Sequestration.* The rights and position of an incumbent after sequestration, except so far as they are interfered with by the express terms of the Sequestration Act, 1871, remain unaltered. It is he, therefore, and not the curate in charge, who is the proper person to appoint a new parish clerk. *LAWRENCE v. EDWARDS* (No. 1) Chitty J. [1891] 1 Ch. 144

2. — *Nature of office.* The office of a parish clerk is a temporal not an ecclesiastical office. *LAWRENCE v. EDWARDS* (No. 2)

[Chitty J. [1891] 2 Ch. 72]

[See now the Loc. Govt. Act, 1894 (57 & 58 Vict. c. 73), s. 17.]

Parsonage House.

Application of purchase-money. Where part of a churchyard had been sold under a private Act, and the purchase-money had been paid into Court:—*Held*, that the application of the money in buying a house unsuitable for a vicarage, and altering it so as to become suitable, was the same as in buying a house that had been made suitable

ECCLESIASTICAL LAW—Parsonage House—continued.

by the vendor, and that the application could be allowed. *Ex parte VICAR OF ST. BOTOLPH, ALDGATE* — North J. [1894] 3 Ch. 544

Pew.

Pew in church—Right appurtenant to a house—Prescription. A pew may be annexed to a dwelling-house by a faculty, and a faculty may be presumed upon evidence of exclusive possession and repair for a long period. Long-continued user, inconsistent with mere possession by permission of the churchwardens, held to have established the right to a pew, although there was no evidence of any faculty, and there was evidence that the pew had been originally acquired under circumstances which would not confer a legal right. *PHILLIPS v. HALLIDAY*

[H. L. (E.) [1891] A. C. 323
[affirm. C. A. 23 Q. B. D. 48]

Reports and Returns.

PROCEEDINGS GENERALLY. A Report with tables as to proceedings in the Ecclesiastical Courts during each of the years 1890—1894 is included in Part II. of the Judicial Statistics for those years.

The statistics for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1894	C. 7510	95	1	s. d. 0 10
1892	1893-4	C. 7168	103	1	2 8
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	98	1	2 0

Ritual.

1. — *Ablution.* Ablution, if not part of the communion service, is lawful. *Per Archbishop of Canterbury in READ v. BISHOP OF LINCOLN*

[1891] P. 9; affirm. by J. C. [1892] A. C. 644

2. — *Agnus Dei.* The singing by the choir of "The Agnus" before and during the reception of the elements is not illegal. *READ v. BISHOP OF LINCOLN* Archbishop of Canterbury [1891] P. 9; [affirm. by J. C. [1892] A. C. 644]

3. — *Bishop's discretion—Staying proceedings.* (A) A representation was sent to the Bishop of London requesting him to allow proceedings to have the reredos in St. Paul's removed as being unlawful. The Bishop refused, his reasons being based on his view that such litigation, in his opinion, entailed mischievous results:—*Held*, by C. A., that his answer was sufficient. *ALLROFT v. BISHOP OF LONDON* — C. A. 24 Q. B. D. 213

(B) In this case the representation was the same as in the former one, except that it alleged that the reredos had in fact encouraged idolatrous practices. The Bishop, relying on his former consideration of the question, refused the peti-

ECCELESIASTICAL LAW—Ritual—continued.

tion :—*Held*, by Hawkins J. and H. L. (E.), that the answer was sufficient. *REG. v. LONDON (BISHOP OF)* - - - Div. Ct. [1891] 2 Q. B. 48

Held, in both cases, by H. L. (E.), that whether the reasons of the bishop were good or bad, he had acted within his jurisdiction, and honestly exercised his discretion and judgment. *LIGHTON v. BISHOP OF LONDON* H. L. (E.) [1891] A. C. 686

4. — *Church Discipline Act—Duration of admonition to abstain from illegal acts.*] Admonitions to abstain from illegal acts in the future were granted in 1885 and 1886, and for disobedience to them the clerk was imprisoned and suspended for some time. In 1891 application was made to enforce these admonitions for fresh offences alleged to be committed in 1890 :—*Held*, that the application ought not to be granted, such admonitions not being intended to be effective during the whole of the offender's life. *HAKES v. COX* - Ch. Ct. of York [1892] F. 110

5. — *Concealing manual Acts.*] Performing manual acts whilst standing in such a position that they cannot be seen by the communicants is illegal. *READ v. BISHOP OF LINCOLN*

[*Arch. of Canterbury* [1891] P. 9

6. — *Eastward position.*] It is not illegal for the priest to stand at the N. end of the W. side of the table from the commencement of the Communion service to the ordering of the bread and wine before the Prayer of Consecration. *READ v. BISHOP OF LINCOLN*

[*Arch. of Canterbury* [1891] P. 9,

[*affirm.* by J. C. [1892] A. C. 644

7. — *Finality.*] The rule as to the finality of decisions of the J. C. is not equally binding as regards decisions which relate to ritual and ecclesiastical practice and depend to some extent on the accuracy of historical research. *READ v. BISHOP OF LINCOLN* - J. C. [1892] A. C. 644

8. — *Lighted candles.*] Two candles, not required for the purpose of giving light, were alight throughout the celebration on the table without objection on the part of the respondent, who was officiating as bishop: there was no evidence either of a ceremonial use of the lights, or that the respondent had introduced them as unlawful ornaments :—*Held*, that the respondent was not responsible therefor, and that his making no objection thereto was not an ecclesiastical offence. *READ v. BISHOP OF LINCOLN*

[*Arch. of Canterbury* [1891] P. 9;

[*affirm.* by J. C. [1892] A. C. 644

9. — *Making sign of the Cross.*] Making the sign of the Cross during the absolution and benediction is illegal, for it is a ceremony additional to the ceremonies of the Church. *READ v. BISHOP OF LINCOLN* - *Arch. of Canterbury*

[1891] P. 9

10. — *Mixed chalice.*] The mixing of wine with water in and as part of the Communion service is, but the use of a cup mixed beforehand is not, illegal. *READ v. BISHOP OF LINCOLN*

[*Arch. of Canterbury* [1891] P. 9

[*affirm.* by J. C. [1892] A. C. 644

11. — *Monition.*] Where promoters have established the commission of an ecclesiastical offence, they are not entitled as of right to a

ECCELESIASTICAL LAW—Ritual—continued.

monition; the archbishop is entitled, on being satisfied that the offence will not be repeated, to accept the assurance of future submission. *READ v. BISHOP OF LINCOLN*

[J. C. [1892] A. C. 644

Scottish Law.

See SCOTTISH LAW—Church.

Sequestration.

Effect on status of incumbent.] The rights and position of an incumbent after sequestration remain unaltered, except so far as they are interfered with by the express terms of the Sequestration Act, 1871. *LAWRENCE v. EDWARDS* (No. 1) [Chitty J. [1891] 1 Ch. 144

ECUADOR.

— Trade-marks and designs.

See DESIGN; TRADE-MARK.

EDUCATION.

See ELEMENTARY EDUCATION.

"EFFECTS."

— Devise and bequest of—Whether including realty.

See WILL—WORDS. 5.

EFFIGY.

— Exhibition of—Injunction.

See PRACTICE—INJUNCTION. 17.

EJECTMENT.

— Action by Crown.

See CROWN (PREROGATIVE OF). 1.

— Defence to action of.

See PRACTICE—WRIT—Writ Specially Indorsed. 7.

"EJUSDEM GENERIS."

See DEED—Construction. 1.

ELDEST SON.

See SETTLEMENT—Construction. 13.

ELECTION (OF LOCAL AUTHORITIES).

— of County Council.

See COUNTY COUNCIL—Election.

— of District Council.

See DISTRICT COUNCIL—Election.

— Municipal.

See MUNICIPAL ELECTION.

— of Thames Conservancy Board.

See THAMES—Conservancy, &c. 1.

ELECTION (DOCTRINE OF).

See INFANT—Settlement. 2; MARRIED

WOMAN—PROPERTY—Contract. 2.

ELECTION (PARLIAMENTARY).

See PARLIAMENT—Election Petition

PARLIAMENTARY, &c., REGISTRATION.

ELECTRIC LIGHTING.

— Powers of urban authority as to.

See STREETS AND BUILDINGS—Lighting. 1.

— Use of disused churchyard.

See ECCELESIASTICAL LAW—Faculty. 8.

— Vibration.

See PRACTICE—INJUNCTION. 33.

ELECTRICITY.

— Nuisance.

See NUISANCE—What amounts to. 1, 2.

ELEGIT.

See PRACTICE—RECEIVER—Equitable Execution. 2.

ELEMENTARY EDUCATION, ENGLAND.

By the Elementary Education Act, 1891 (54 & 55 Vict. c. 56), further provision was made for assisting education in Public Elementary Schools in England and Wales.

By the Elementary Education (School Attendance) Act, 1893 (56 & 57 Vict. c. 51), the previous Acts were amended with respect to the age for attendance at school.

1. — *School board member—Disqualification by absence.*] Rule 14 of Sch. II., Part I., of the Education Act, 1870, does not entitle a school board to elect a new member in place of a member who has absented himself on account of ill-health, without first giving him an opportunity of explaining or excusing his absence. *RICHARDSON v. METHLEY SCHOOL BOARD*

[*Kekewich J. [1893] 3 Ch. 510*

— *School board member—Disqualification by bankruptcy.*

See BANKRUPTCY—DISQUALIFICATION. 2.

2. — *School board member—Disqualification by crime.*] A member of a school board in England convicted of “conspiracy” under the Criminal Law and Procedure (Ireland) Act, 1887, and imprisoned:—*Held*, to have been “punished with imprisonment for crime” within the meaning of r. 14, Sch. II., Part I., to the Education Act, 1870, and so to have vacated his seat on the board. *CONYBEARE v. LONDON SCHOOL BOARD* — — — *Day J. [1891] 1 Q. B. 118*

3. — *Schoolmaster's authority—Offences done out of school.*] The authority delegated by the parent of a pupil to a schoolmaster to punish a pupil is not limited to offences committed by the pupil on the premises of a school, but extends to acts done by such pupil while on his way to and from school. *CLEARY v. BOOTH*

[*Div. Ct. [1893] 1 Q. B. 465*

[*And see Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), s. 34.*]

EMBARGO.

See COMPANY—WINDING-UP—EXECUTION.

EMBEZZLEMENT.

See COMPANY—DIRECTORS—Embezzlement.

CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 2, 3.

EMPLOYERS' LIABILITY ACT.

See MASTER AND SERVANT—Liability for Injuries to Workmen.

EMPLOYERS AND WORKMEN.

See MASTER AND SERVANT—Contract (E.), Truck. 3.

EMPLOYMENT.

See MASTER AND SERVANT.

EN VENTRE SA MÈRE.

See SETTLEMENT—Construction. 11.
WILL—CHILDREN. 5.

ENDOWED SCHOOL.

See CHARITY—CHARITY COMMISSIONERS. 7—9.

“ENDOWMENT.”

See CHARITY—CHARITY COMMISSIONERS. 1, 10.

ENFRANCHISEMENT.

— of Copyholds—Lands taken by railway.

See LAND—Acquisition under Lands Clauses Act. 4.

— Copyhold—Rights as to common.

See COMMON. 1.

ENGINES.

— Damage to steamship.

See SHIP—GENERAL AVERAGE. 2.

ENROLMENT.

— Presumption of.

See LIMITATIONS—STATUTE OF. 21.

ENTAIL.

See SCOTTISH LAW—Entail.

ENTERTAINMENT.

See SUNDAY—Observance.

ENTRY.

— to Distrain.

See LANDLORD AND TENANT—DISTRESS. 4, 5.

— on Land under oral agreement.

See FRAUDS, STATUTE OF. 10.

EQUITABLE CHARGE.

See COMPANY—DEBENTURE. 40.

EQUITABLE DEFENCE.

— in Crown suits.

See CROWN (PREROGATIVE OF). 1.

EQUITABLE EXECUTION.

See PRACTICE—RECEIVER—Equitable Execution.

EQUITABLE MORTGAGE.

See MORTGAGE—EQUITABLE MORTGAGE.

EQUITABLE TENANT FOR LIFE.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 5—7.

EQUITY OF REDEMPTION.

See MORTGAGE.

EQUITY TO SETTLEMENT.

See SETTLEMENT—Equity to Settlement.

ESSEX.

— Quarter Sessions.

See HAVERING-ATTE-BOWER.

ESTATE AGENT.

Authority to find a purchaser.] Instructions given to estate agents to find a purchaser and negotiate a sale, *held* not to amount to an authority to bind the vendor by a contract. To bind the vendor there must be an express authority to the agent to enter into a contract on behalf of the vendor. *CHADBURN v. MOORE*

[*Kekewich J. [1892] W. N. 126*

ESTATE DUTY.

See DEATH DUTIES—Estate Duty.

ESTATE TAIL.

See TENANT IN TAIL.

ESTOPPEL.

En Pais, col. 304.

By Record, col. 306.

En Pais.

1. — *Bailment—Attornment by bailee—Fraud.*

ESTOPPEL—En Pais—continued.

The owner of goods lying at a warehouse was induced by the fraud of F. to instruct the warehouseman to transfer the goods to F.'s order. F. then sold the goods to an innocent purchaser, who before paying the price obtained a statement from the warehouseman that he held the goods to the purchaser's order. On the discovery of F.'s fraud the warehouseman refused to deliver to H. In an action of trover by the purchaser against the warehouseman:—*Held*, that the warehouseman having attorned to the purchaser, was estopped from impeaching his title.—*Semble*, per Lord Halsbury, that the true owner, having enabled F. to hold himself out as the owner, could not set up his title against that of an innocent purchaser from F. *HENDERSON & Co. v. WILLIAMS* - - - O. A. [1895] 1 Q. B. 521

— *Bailor and bailee—Jus tertii.*

See BAILMENT. 4.

— *Bill of exchange.*

See BILL OF EXCHANGE. 2.

— *Director parting with qualifying shares.*

See PRACTICE—CHARGING ORDER. 1.

— *Divorce.*

See DIVORCE—NULLITY. 2.

— *Ejectment.*

See WESTERN AUSTRALIA—Law of Western Australia. 2.

2. — *Fully paid shares—Certificate—Companies Act, 1867, s. 25.* Before a co. was formed, P. was advised by W. to invest money in its shares, which W. undertook to procure for him, and P. gave W. £500 to pay for the shares. W. was entitled under an agreement to fully paid shares in the co., and instead of paying the money to the co. for other shares to be allotted to P., W., after the co. had been incorporated, caused some of his own paid-up shares to be allotted to P. as his nominee. The certificates stated that the shares were fully paid:—*Held*, that the co. and the liquidator were estopped from denying that the shares were fully paid, and that P.'s name could not be retained on the list of contributors except in respect of paid-up shares. *In re BUILDING ESTATES BRICKFIELDS CO. PARBURY'S CASE V. Williams J. [1895] W. N. 143 (2)*

3. — *Misrepresentation.* The defts., trustees of a will, sold parcels of land (X.) to B., which he mortgaged to C. Subsequently B. induced one of the defts. to sell to him a piece of land (Y.) which, though B. represented the contrary, was in fact part of X. B. mortgaged Y. to D., the pltf. Eventually C. took possession. The pltf. then sued the defts. for compensation for loss caused by their misrepresentation, or, in the alternative, for breach of covenant for title:—*Held*, (1) that the second conveyance of Y. did not contain such a distinct averment that the defts. were seised at the time of this conveyance as would estop them from denying that they were so seised; (2) that as the pltf. had no legal estate with which the covenants could run, he could not sue on the covenants; (3) that the pltf. had no remedy for misrepresentation by the defts., the representation having been made honestly. Whether, if the conveyance had been in terms sufficient to create an estoppel, the defts.

ESTOPPEL—En Pais—continued.

could have successfully pleaded fraud by B., *quære*. *ONWARD BUILDING SOCIETY v. SMITHSON*

[O. A. *revers. Kekewich J. [1893] 1 Ch. 1*

— *Sale by agent.*

See FACTOR—Sale by Agent.

4. — *Statement operating as.* A statement to operate as an estoppel must be clear and unambiguous. The doctrine of estoppel as applicable to innocent misrepresentations discussed and explained. *Low v. BOUVIER*

[O. A. [1891] 3 Ch. 82

5. — *Transfer of shares.* A gave a certificate for shares transferable, by writing not under seal to B., his broker, for sale, and handed him a blank transfer. B. pledged the blank transfer and the certificate with C. C.'s solicitor filled up the blank with the name of C.'s clerk. B. never paid anything to A. on account of the shares:—*Held*, that A. was not estopped from setting up his title against C. *FOX v. MARTIN*

[*Kekewich J. [1896] W. N. 36*

And see COMPANY—SHARES—Transfer. 7.

By Record.

1. — *Assistance in prior action by person under indemnity to defendant—"Privies in estate."* A resolution purporting to be in pursuance of power to compromise contained in a debenture trust deed given by the A. Co. was passed by a majority of debenture-holders, for accepting, in lieu of debentures, shares in the B., the purchasing co. Dissident debenture-holders recovered judgment against the A. Co. for arrears of interest on the ground that there were no circumstances of difficulty which enabled the majority to bind the minority to the compromise; the B. Co. assisted in the defence and paid the costs thereof:—

Held, in a subsequent action by the dissident debenture-holders suing on behalf of all the holders to enforce against the B. Co. and the lands assigned to them by the A. Co., that the debenture charge (which through want of registration was not valid according to the local law) that the B. Co. were not estopped by the former judgment from adducing evidence to shew that through non-registration of the charge and other circumstances difficulties bringing the power of compromise into play had arisen.

A purchaser of land cannot be estopped as privy in estate by a judgment in an action against his vendor commenced after the purchase when such purchaser has given the vendor an indemnity and has assisted him in defending an action by a third person; in subsequent proceedings the purchaser is estopped only between the vendor and the purchaser. *MERCANTILE INVESTMENT AND GENERAL TRUST CO. v. RIVER PLATE TRUST, LOAN, AND AGENCY CO.*

[*Romer J. [1894] 1 Ch. 578*

— *Divorce proceedings.*

See DIVORCE—Collusion. 2.

2. — *Judgment by consent.* A judgment by consent creates an estoppel to the same extent as a judgment, where the Court has exercised a judicial discretion. *In re SOUTH AMERICAN AND MEXICAN CO. Ex parte BANK OF ENGLAND*

[*C. A. affirm. V. Williams J. [1895] 1 Ch. 37*

ESTOPPEL—By Record—continued.

3.—*Res judicata*.] (A) To constitute a good plea of *res judicata*, it must be shewn that the former suit was one in which the plaintiff might have recovered precisely what he seeks in the second.

A magistrate's order under s. 40 of the Metrop. Police Act, 1839, is no bar to an action for special damage arising out of the same detention. *MIDLAND RAILWAY CO. v. MARTIN & CO.*

[Div. Ct. [1893] 2 Q. B. 173

(B) To establish the plea of *res judicata* the judgment relied on must have been pronounced by a Court having concurrent or exclusive jurisdiction on the question claimed to have been adjudged, and have given judgment directly upon such question. *ATTORNEY-GENERAL FOR TRINIDAD AND TOBAGO v. ERICHÉ*

[J. C. [1893] A. C. 518, 523

(C) H. had from time immemorial repaired a highway *ratione tenuræ*. In 1782 the highway became vested in trustees who materially altered it. In 1866 the Court decided that H. was not liable to be rated for the repair of the highways in the district, but the fact of the alteration was not brought before the Court:—*Held*, that this decision did not make the case *res judicata*, as the fact of the alteration had not been brought to the attention of the Court. *HEATH v. WEAVERHAM (OVERSEERS)* - Div. Ct. [1894] 2 Q. B. 108

See also HIGHWAY—Repairs. 2; PRACTICE—INTERPLEADER. 1.

— in action for revocation of Patents.

See PATENT—Validity. 4.

— as to Sewers.

See LONDON COUNTY—DRAINAGE, &c. 1.

EVIDENCE.

See PRACTICE—EVIDENCE.

— of Abandonment of easement.

See EASEMENT. 1.

— in Admiralty action.

See COUNTY COURT—Admiralty Practice. 8.

— of Ambiguity in charterparty.

See SHIP—BILL OF LADING—Ambiguity. 1.

— Attempt to discharge loaded arms.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 2.

— of Authority of inland revenue officer.

See SUMMARY PROCEEDINGS—Jurisdiction. 5.

— in Company matters.

See COMPANY—MEMORANDUM—Alteration of Memorandum. 8; REDUCTION OF CAPITAL. 6.

— Company winding-up.

See COMPANY—WINDING-UP—EXAMINATION OF WITNESSES.

— in Contested cause of faculty.

See ECCLESIASTICAL LAW—Faculty. 10.

1. — *Admissibility of promissory note insufficiently stamped*.] A promissory note insufficiently stamped is not admissible in evidence to prove the receipt of the money for which the note was given. *ASHLING v. BOON*

[Kekewich J. [1891] 1 Ch. 568

EVIDENCE—continued.

2. — *Ancient facts*.] Where it is necessary to ascertain ancient facts of a public nature historical works may be referred to. *READ v. BISHOP OF LINCOLN* - J. C. [1892] A. C. 644

3. — *Corroboration*.] Silence is not evidence of an admission, unless there are circumstances which render it more reasonably probable that a man would answer the charge made against him than that he would not. *Per Bowen L.J. in WIEDEMANN v. WALPOLE*

[1891] 2 Q. B. 534, at 539

4. — *Corroboration*.] Absence of corroboration of the evidence of an accomplice does not entitle the accused as a matter of law to be acquitted by a jury or not to be committed for trial: *per Cave J. In re MEUNIER* - Div. Ct. [1894] 2 Q. B. 415, [at p. 418

— statement by Counsel.

See COMPROMISE.

— in Criminal matters.

See CRIMINAL LAW—EVIDENCE.

— Divorce.

See DIVORCE—EVIDENCE.

— Foreign power of attorney.

See CONFLICT OF LAWS. 3.

— Infringement of copyright.

See COPYRIGHT—Infringement. 3.

— as to cause of Nuisance.

See NUISANCE—Evidence.

— of Prescription.

See FISHERY—Salmon and Freshwater. 2.

— on application for Separation Order.

See DIVORCE—SEPARATION—Separation Order. 3.

— Sufficiency.

See CARRIER. 1.

— Testamentary capacity.

See PROBATE—TESTAMENTARY CAPACITY.

EXAMINATION.

— in Arbitration.

See ARBITRATION—Arbitrators. 3.

— in Bankruptcy.

See BANKRUPTCY—EXAMINATION.

— in Company winding-up.

See COMPANY—WINDING-UP—EXAMINATION OF OFFICERS.

COMPANY—WINDING-UP—EXAMINATION OF WITNESSES.

— by Examiner of Court.

See PRACTICE—EXAMINER.

— of Lunatic.

See LUNATIC—Judicial Inquisition. 6.

EXAMINER.

See PRACTICE—EXAMINER.

EXCAVATIONS.

— Powers of vestries, &c., to prohibit.

See LONDON COUNTY—STREETS, &c. 5.

EXCEPTED PERILS.

See SHIP—BILL OF LADING—Excepted Perils.

EXCEPTIONS.

— in charterparty.

See SHIP—BILL OF LADING—Exceptions.

EXCHANGE CONTRACTS.

— Contracts to pay sterling in exchange for silver.

See **CONTRACT—Construction.** 1.

EXCISE.

Game Dealer's licence—Foreign Game. An excise licence to deal in game under 23 & 24 Vict. c. 90, s. 14, is not required to enable a person to deal in game which has been killed abroad. *PUDNEY v. ECCLES* - Div. Ct. [1893] 1 Q. B. 52

[See now s. 2 of the Customs and Inland Revenue Act, 1893 (56 & 57 Vict. c. 7).]

— Information to recover penalties.

See **SUMMARY PROCEEDINGS—Jurisdiction.** 5.

EXECUTION.

See **BANKRUPTCY—ASSETS.** 8, 9.

BANKRUPTCY—EXECUTION.

BANKRUPTCY—RECEIVING ORDER. 11.

BANKRUPTCY—SCHEME OF ARRANGEMENT. 5.

BANKRUPTCY—SECURED CREDITOR. 1.

COMPANY—WINDING-UP—EXECUTION.

COUNTY COURT—Execution.

JUDGMENT DEBT.

PRACTICE—SEQUESTRATION.

SHERIFF.

— Equitable.

See **PRACTICE—RECEIVER—Equitable Execution.**

— on property of Retired Partner.

See **PRACTICE—SERVICE—Firms.** 10.

— Staying proceedings.

See **COMPANY—WINDING-UP—VOLUNTARY WINDING-UP.** 7.

EXECUTION OF WILL.

See **PROBATE—EXECUTION OF WILL.**

EXECUTOR (AND ADMINISTRATOR).

Administration, col. 309.

Liabilities, col. 311.

Powers, col. 313.

Administration.

See also **PROBATE, passim.**

1. — *Account duty—Costs—Successive appointments.* Where a person having a life interest and power of appointment exercised it successively by deeds and will:—*Held*, that the account duty and costs of administration were payable out of the several sums appointed rateably. *In re SHAW. TUCKET v. SHAW* - North J. [1895] 1 Ch. 343

2. — *Appropriation to provide for deferred legacies.* The testator by his will gave immediate legacies, and legacies deferred until the death of his wife. The wife re-married, and her interest under the will was thereby reduced to the receipt of a life annuity:—*Held*, that the deferred legatees were entitled to have 2½ % Consols of a present value equal to the amount of their respective legacies set aside; and that if 2½ % were purchased, and they were liable to be reduced to 2½ %, one-tenth more in value should be purchased. *In re TREDWELL. JEFFRAY v. TREDWELL* (No. 2) North, J. [1891] W. N. 201

EXECUTOR (AND ADMINISTRATOR)—Administration—continued.

3. — *Assent to legacy.* That an exor. has made general payments to or for the benefit of a legatee of leaseholds or other property is not (in the absence of representations on the subject by the exor. to the legatee) sufficient to enable the Court to infer that the legacy has been assented to. *THORNE v. THORNE* - Romer J. [1893] 3 Ch. 196

— Executor according to tenor.

See **PROBATE—GRANT OF PROBATE.** 11.

4. — *General and special.*—“Personal representatives” of surviving trustee—Appointment of special and general executors by will of surviving trustee.] Sect. 31 of the Conveyancing Act, 1881, does not authorize an appointment of trustees in continuation to himself by a sole surviving trustee by his will. The persons in possession of a general grant of probate of the will of a surviving trustee are his “personal representatives” within s. 31 of the Conveyancing Act, 1881, and their deed of appointment of new trustees is valid, notwithstanding the appointment of special exors. in that behalf and their subsequently obtaining a limited grant of probate. *In re PARKER'S TRUSTS* [Kekewich J. [1894] 1 Ch. 707

5. — *Identity of—Ambiguity—Extrinsic evidence.* Where there is ambiguity as to the identity of an exor., evidence of surrounding circumstances is admissible to clear up that ambiguity: *See* *idem*, that evidence of declarations by the testator, is not admissible in such a case. *IN THE GOODS OF CHAPPELL JEUNE J.* [1894] P. 96

6. — *Land situate in foreign country—Trust for sale—Devise on trusts void under foreign law.* Where a testator devises lands situate in Italy on trusts void under the Italian law, and there is a trust for sale valid under that law, the trustees must hold the proceeds of the sale upon the trusts declared by the will. The rents of the unsold land till sale devolve in accordance with Italian law. *In re PIERCY. WHITWHAM v. PIERCY* [North J. [1895] 1 Ch. 83

7. — *Legacy to infant appointed executor—Interest.* A legacy to an infant appointed exor. does not carry interest until the infant attains twenty-one, and acts as executor. *In re GARDNER. LONG v. GARDNER* (No. 1) - North J. [1892] W. N. 164

8. — *Locke King's Acts.*—(A) *Exoneration of personal estate.* Land belonging to a tenant in tail in possession was delivered in execution to judgment creditors of his under a writ of elegit. He died without giving any direction exoniating his personal estate from payment of the debt:—*Held*, that as Locke King's Acts did not apply, the judgment debt was not chargeable on the land in exoneration of the personality. *ANTHONY v. ANTHONY* (No. 2)

[Kekewich J. [1893] 3 Ch. 498

(B) *Exoneration of real estate.* Land which had been delivered in execution under a writ of elegit to judgment creditors of a testator, was specifically devised by his subsequent will:—*Held*, that Locke King's Acts applied, and the devised estate must bear its own burden, and was

EXECUTOR (AND ADMINISTRATOR)—Administration—continued.

not entitled to be exonerated. *In re* ANTHONY. ANTHONY v. ANTHONY (No. 1)

[Kekewich J. [1892] 1 Ch. 450

See also WILL—EXONERATION.

9. — *Locke King's Acts—Vendor's lien—Building agreement.*] A building agreement provided for leases with ground-rents up to £180 a year; and, at the option of the lessor, for further leases on payment by her of twenty-two years' purchase of the further ground-rents. The lessor executed the option, and died before completion:—*Held*, that her devisees took the land included in the agreement subject to discharging the amount payable in respect of the further leases. *In re* KIDD. *BROOMAN v. WITHALL*

[North J. [1894] 3 Ch. 558

10. — *Moneys representing specific legacy—Debt owing to estate.*] Where a debtor to a testator's estate is a specific legatee of the profits of a business represented by moneys in the hands of the exors., they may retain such moneys as against the debt. *In re* TAYLOR. TAYLOR v. WADE - - Chitty J. [1894] 1 Ch. 671

— *Personally, left to.*

See DEATH DUTIES—Probate Duty. 8.

11. — *Power of sale—Devise of land charged with legacies.*] A charge of legacies on land devised beneficially in fee or in tail does not give executors a power of sale. *In re* RENBECK. BENNETT v. RENBECK Chitty J. [1894] W. N. 68

12. — *Specific legacy—Costs of realization—Residuary estate.*] Where reasonable costs were incurred in realising a specifically bequeathed mortgage debt in India, and had been deducted from the amount received by the Indian attorney of the English exors.:—*Held*, that these were properly chargeable by the exors. against the residuary estate, and that the specific legatee was entitled to be reimbursed out of the residue. *In re* BRODIE. HOOD v. HALL - - Chitty J.

[1893] W. N. 161

13. — *Suit—Adding as parties.*] (A) In a beneficiary's action for administration of an estate, after judgment was passed and entered, in the course of inquiries in chambers it was found that an exor. who had not proved at first had come in and proved. The plff. moved to amend pleadings and judgment by adding the exor. as deft.:—*Held*, that the better course was to order that the exor. submitting to be bound as if originally joined, further proceedings should be carried on against him as if he had been an original deft. *In re* DRACUP. FIELD v. DRACUP

[North J. [1892] W. N. 43

(B) In an action for general account against a surviving exor. and trustee, it is not necessary that the representative of a deceased trustee or exor. should be made a party by the plff. There is power to add such representative under O. xvi., rr. 11, 48, if the deft. requires it, and the circumstances of the case render it advisable. *In re* HARRISON. ALLEN v. SMITH. ALLEN v. CORT

[Chitty J. [1891] 2 Ch. 349

Liabilities.

1. — *Action against executor who has not*

EXECUTOR (AND ADMINISTRATOR)—Liabilities—continued.

proved—Fiscal sale of testator's property.] A creditor of a testor. cannot sue a person named in the will as exor., unless he has either administered or obtained a grant of probate; and a sale in execution of a judgment in such an action does not bind the testor's estate.

An order for probate without an actual grant does not prove the will or shew an acceptance of the trusts of the will by the exor. Letters of administration, even if irregularly granted, are valid till revoked. *MOHAMIDU MOHIDEEN HADJLAR v. PITCHAY* - J. C. [1894] A. C. 437

2. — *Duties and liabilities—Inquiry as to his testator's transactions.*] It is no part of an exor.'s duties to inquire into transactions of his testor. twenty years before his death. *ALLIOTT v. SMITH* [Kekewich J. [1895] 2 Ch. 111

3. — *Liability for default of co-executor—Putting assets into sole control of one executor—Unnecessary Act.*] An exor. who does an act by which his co-exor. obtains sole possession of assets of the testor. is only liable for misapplication by his co-exor. if the act was "unnecessary." Such an act is not unnecessary if done in the regular course of business. A. made his wife B., J., and C. his exors. A. was the registered holder of certain American rlwy. shares; these shares could either be sold as registered shares or be unregistered and then sold as shares to bearer; the latter was the ordinary course of business. J. requested B. and C. to unregister the shares. This was done. J. misappropriated part of the proceeds, and absconded within eleven months of A.'s death:—*Held*, (1.) that unregistering the bonds and handing them to J. to sell were not "unnecessary" acts, and that B. and C. were not liable for J.'s misappropriation; (2.) that as J. was trusted by A., and as B. and C. had no reason to suspect him, there had been no such delay in calling upon J. for an account as to make B. and C. liable. *In re* GASQUOINE. GASQUOINE v. GASQUOINE - C. A. affirm. Kekewich J. [1894] 1 Ch. 470

— *Liability for highway repairs.*

See HIGHWAY—Repairs. 6.

— *Mistake in payment of probate duty.*

See DEATH DUTIES—Probate Duty. 9.

— *Notice to, of calls.*

See COMPANY—CALLS. 1.

4. — *Payment of liabilities—Transfer of shares—Lien of company—Priority.*] An executrix of an estate which was indebted to a co. sold shares therein to P. A dividend was declared on the shares, and subsequently P. registered the transfer. The co., in exercise of their lien, appropriated the dividend to satisfy the executrix's debt:—*Held*, that P. could stand in the position of the co. as creditor, but had no priority. *In re* MACMURDO. PENFIELD v. MACMURDO

[North J. [1892] W. N. 73

5. — *Statute-barred debt—Payment—Liability.*] Though as a general rule an exor. may pay a statute-barred debt, he may not pay such a debt when it has been judicially declared to be statute-barred. Whether an exor. may pay a

EXECUTOR (AND ADMINISTRATOR) — Liabilities—continued.

statute-barred debt against the declared wish of his co-exor., *quære*.

An exor. against the wish of his co-exor. paid a debt which had been declared, on an administration summons, to be statute-barred:—*Held*, that both he and the payee who had received the money through the wrongful act of her agent, and that agent who had notice of all the facts, were liable to refund. *MIDGLEY v. MIDGLEY*

[C. A. affirm. *Romer J.* [1893] 3 Ch. 283]

6. — *Statute of Limitations — Originating summons.* A residuary legatee has a right to compel an exor. to plead the statute against an old claim, and may enforce the right on an originating summons. — Objects of procedure under O. L., rr. 3, 4, considered. *In re WENHAM. HUNT v. WENHAM* — North J. [1892] 3 Ch. 59

Powers.

1. — *Assent to legacy—Part of residue.* Executors let the residuary legatee into possession of a mine, part of the residue, without any assignment of their interests and before all the debts were paid. The legatee was sued as the person in possession for not remedying breaches of covenant. He claimed that the exors. were the persons to be sued:—*Held*, that his possession was complete and he was the proper deft. because (1) that no assignment by the exor. was necessary; (2) that an exor. could assent to the bequest as regarded a part of the residue only without thereby assenting as to the rest of it. *AUSTIN v. BENDON* — North J. [1893] W. N. 78

2. — *Carrying on business—Executor supplying goods.* Principle on which an exor., who had been managing an hotel belonging to the testor's estate, and supplying it with wine and spirits from his own business and beer of his own brewing, was to account for profits and receive his allowances. *In re WILLIAMS. MORGAN v. WILLIAMS* — North J. [1892] W. N. 81

3. — *Carrying on business—Priorities of creditors—Indemnity.* (A) A testor's business was carried on by his exors. under the provisions of his will and with the assent of his creditors, and was properly carried on. Questions considered—(1) the relative rights of the creditors of the testor. and the subsequent trade creditors of the exors. against the assets of the testor's estate at the time of his death, and against the assets subsequently acquired for the estate by carrying on the business; (2) the exors.' right to indemnity; and (3) the right of the trade creditors to avail themselves of that indemnity:—*Held*, that the exors. were entitled (in priority to the testor's creditors) to be indemnified against the liabilities which they had properly incurred, and that the indemnity was not limited to that portion of the assets which had come into existence or had changed its form since the testor's death. *DOWSE v. GORTON* — C. A. 40 Ch. D. 536; [varied by H. L. (K.) [1891] A. C. 190]

(B) The principle that an exor. carrying on a testor's business with the assent, either express or implied, of the testor's creditors is entitled (in

EXECUTOR (AND ADMINISTRATOR)—Powers—continued.

priority to the testor's creditors) to be indemnified out of the estate against the liabilities properly incurred by him in carrying on the business, is applicable where a receiver and manager has been appointed in an administration action to carry on the business in succession to the exor., and whether the will does or does not contain a power to carry on the business. *In re BROOKE. BROOKE v. BROOKE* (No. 2) — Kekewich J. [1894] 3 Ch. 600

(C) Where the trustees and exors. of a will carried on the testor's business after his death and incurred trade debts, and were in default in rendering proper accounts, but were not in default in payment of money:—*Held*, that to deprive them of their indemnity they must be in default in payment and not merely in rendering accounts, and that the trade creditors were entitled to prove against the estate through the right of the trustees to indemnity. *In re KIDD. KIDD v. KIDD* — Kekewich J. [1894] W. N. 73

4. — *Deceased pauper—Guardians—Retainer.* The exor. of a deceased pauper can retain a debt due to himself before satisfying the claim of the guardians for maintenance during the last year of the pauper's life. *LAYER v. BOTHAM & SONS. CHESTERFIELD UNION (GUARDIANS), CLAIMANTS* [Div. Ct. [1895] 1 Q. B. 59]

5. — *Mortgage of assets—Mortgage to building society.* An exor. is not entitled on behalf of the estate to take shares in a building society or to make the estate liable for him as a shareholder. A mortgage by an exor. to a building society, though made to secure not only money advanced and interest thereon, but all moneys becoming due from him as a shareholder, is not wholly void as against the beneficiaries, but is good as against the beneficiaries to the extent of the money advanced and reasonable interest, provided that the advance was made in good faith to the exor. as such. *THORNE v. THORNE*

[*Romer J.* [1893] 3 Ch. 196]

6. — *Power to appropriate specific portion of assets.* Although there is no special power in a will to appropriate specific portions of the estate, the exor. has power to do so; otherwise it would be impossible in many cases to wind up the estate. A residuary legatee has power to accept such an appropriation in accord and satisfaction of his share or of part of his share. *In re LEFINE. DOWSETT v. CULVER* C. A. revers. Kekewich J. [1892] 1 Ch. 210

7. — *Retainer—Annuity.* The administratrix of an insolvent estate, to whom the intestate had covenanted to pay an annuity, held entitled to retain instalments as they fall due out of assets not dealt with, and to prove in a creditor's action for the value of the future annuity. *In re BEE-MAN. FOWLER v. JAMES* — North J. [1895] [W. N. 151 (1)]

8. — *Powers after renouncing probate.* A testor. gave the residue of his estate to such charities "as my exors. herein named may select." —*Held*, on the construction of this particular will, that the power was given to the exors. in

EXECUTOR (AND ADMINISTRATOR)—Powers
—continued.

their official capacity and was exercisable only by those who had proved. *CRAWFORD v. FORSHAW* [O. A. [1891] 3 Ch. 261 *revers. Kekewich J.* [40 Ch. D. 642]

— *right of Retainer.*

See ADMINISTRATION (BY CHANCERY DIVISION). 13.

— *Sale of Leaseholds by.*

See VENDOR AND PURCHASER—Title. 18.

EXECUTORY DEVISE.

See WILL—CONTINGENT REMAINDER.

EXEMPTION.

— from Liability as to goods.

See SHIP—BILL OF LADING—Exceptions.

— from Rating.

See RATES—Exemption.

EXERCISE.

— of Power of attorney.

See POWER OF ATTORNEY.

— of Power of appointment.

See POWER OF APPOINTMENT—Exercise.

EXHIBIT.

— to affidavit.

See PRACTICE—EVIDENCE. 18.

EXONERATION.

See ADMINISTRATION, 13; EXECUTOR—Administration. 7; WILL—EXONERATION.

EXPENSES.

— of Chargeable lunatic.

See LUNATIC—Expenses, &c.

— of County Council.

See COUNTY COUNCIL—Expenses.

— of Trustee.

See TRUSTEE—EXPENSES.

EXPERIMENTS.

— Preparatory to trial of patent action.

See PATENT—Practice. 10.

EXTENSION.

— of Patent.

See PATENT—Prolongation.

EXTINGUISHMENT.

— of Founders' Shares.

See COMPANY—REDUCTION OF CAPITAL. 8.

— of Mortgage.

See MORTGAGE—STATUTE OF LIMITATIONS. 1.

EXTORTION.

See BANKRUPTCY—RECEIVING ORDER. 8.
CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 1.

— Liability of sheriff.

See SHERIFF. 8.

EXTRADITION.

By the Extradition Act, 1895 (58 & 59 Vict. c. 33), the Acts of 1870 and 1873 were amended so far as respects the magistrate by whom and the place in which the case may be heard and the criminal held in custody.

Reference to the whole of the Extradition Orders in Council under the Extradition Acts issued prior to 1891 and now (Jan. 1, 1896) in force is given in

EXTRADITION—continued.

the "Index to the Statutory Rules and Orders," 1898 edit. St. O. P. The following is a list of the O. in C. issued since Dec. 31, 1889, with references to the annual volumes of Statutory Orders in which they are printed:—

ARGENTINE REPUBLIC.] *O. in C. dated Jan. 29 1894, applying the Extradition Acts, 1870–1873, to the Argentine Republic and the Treaty of May 22 1889. St. R. & O. 1894, p. 78.*

BRITISH INDIA.] *O. in C. dated Nov. 21, 1895, directing that the Extradition (India) Act, 1895, shall have effect in British India as if part of the Extradition Acts, 1870, and 1873. St. R. & O. 1895, No. 568. Price ½d.*

CYPRUS.] *"The Cyprus Extradition O. in C. 1895." St. R. & O. 1895, No. 136. Price ½d.*

"The Cyprus Extradition O. in C. 1895, No. 2." St. R. & O. 1895, No. 582. Price ½d.

FRENCH GUIANA AND TRINIDAD.] *O. in C. dated Nov. 20, 1894, as to extradition from French Guiana to Trinidad. St. R. & O. 1894, p. 116.*

GERMAN PROTECTORATES.] *O. in C. dated Feb. 2, 1895, applying the Extradition Acts, 1870–1873, to the German Protectorates in Africa, New Guinea, and Pacific Ocean and the Treaty of May 5, 1894. St. R. & O. 1895, No. 58. Price ½d.*

LIBERIA.] *O. in C. dated March 10, 1894, applying the Extradition Acts to Liberia and the Treaty of Dec. 16, 1892. St. R. & O. 1894, p. 88.*

MONACO.] *O. in C. dated May 9, 1892, applying the Extradition Acts to Monaco and the Treaty of Dec. 17, 1891. St. R. & O. 1892, p. 455.*

ORANGE FREE STATE.] *O. in C. dated March 20, 1891, applying the Extradition Acts to the Orange Free State and the Treaty of June 25, 1890. St. R. & O. 1891, p. 279.*

PORTUGAL.] *O. in C. dated March 3, 1894, applying the Extradition Acts to Portugal and the Treaty of Oct. 17, 1892. St. R. & O. 1894, p. 96.*

PORTUGUESE INDIA.] *Foreign Office notification, Mar. 9, 1891, of the termination on Jan. 14, 1892, of the Treaty of Dec. 26, 1878, as to extradition from the Indian possessions of Portugal. Lond. Gaz. March 10, 1891, p. 1339.*

ROUMANIA.] *O. in C. dated April 30, 1894, applying the Extradition Acts to Roumania and the Treaties of Mar. 31, 1893, and Mar. 13, 1894. St. R. & O. 1894, p. 105.*

STRAITS SETTLEMENTS.] *O. in C. dated Dec. 12, 1891, amending O. in C. of Aug. 19, 1889, as to Extradition from Straits Settlements. St. R. & O. 1894, 417.*

URUGUAY.] *O. in C. dated Nov. 24, 1891, applying the Extradition Acts to the Republic of Uruguay and the Protocol of Mar. 20, 1891. St. R. & O. 1891, p. 265.*

1. — *Detention of property for purpose of trial abroad.]* On the hearing of an application to extradite a person accused of theft abroad, O., a witness, produced certain articles under a subpoena duces tecum which he had purchased from the prisoner. After the magistrate had committed

EXTRADITION—continued.

the prisoner to await the Secretary of State's warrant, he orally directed a constable to take charge of the property for production at the trial abroad. O. applied, under 11 & 12 Vict. c. 44, s. 5, for an order directing the property to be given up to him:—*Held*, that the magistrate was *functus officio* when he had committed the prisoner, and any subsequent direction as to the property, whether given or omitted, was not an act relating to the duties of his office, and that the Court had no jurisdiction to make the order. *Held*, further, that assuming the Court had such jurisdiction, O.'s possessory title (if any) had been lawfully divested by their passing out of his possession under the *subpoena duces tecum*, and therefore that he was not entitled to the relief asked. *REG. v. LUSHINGTON. Ex parte OTTO*

[Div. Ct. [1894] 1 Q. B. 420]

2. — *Evidence of accomplice—Corroboration—One committal for two offences.* M. was charged with causing two explosions in France, one of which caused loss of life. On an application for a writ of *habeas corpus*, it was objected that (1) there was no evidence of the identity of the prisoner with the person accused; (2) that the charges depended on the uncorroborated evidence of an accomplice; (3) that there were two charges and one committal:—*Held*, that (1) the evidence of identity was sufficient; (2) that the evidence of the accomplice was corroborated, and, even if it were not, that the magistrate had discretion as to whether the evidence was sufficient for com-

EXTRADITION—continued.

mittal; (3) that separate committals were not necessary. *In re MEUNIER* - Div. Ct. [1894] 2 Q. B. 415

3. — *Political offence—Habeas Corpus.* (A) The decision of a magistrate, who commits a prisoner for extradition, that the offence charged is not of a political nature, is subject to review by the Court on an application for *habeas corpus*. Definition of a crime incidental to and forming part of a political disturbance is a political offence. *In re CASTIONI* - Div. Ct [1891] 1 Q. B. 149

(B) To constitute a political offence there must be two parties in the State each seeking to impose the government of their choice on the other. The definition includes anarchist crimes. *In re MEUNIER* - Div. Ct. [1894] 2 Q. B. 415

4. — *Sufficiency of charge—Fraud by a bailee.* In order to justify the extradition of the subject of a foreign State, there must be evidence of an act committed by him in the foreign country amounting to an offence against the law of such country, and which, if committed in England, would amount to an offence against English law. *In re BELLENCONTRE* - C. A. [1891] 2 Q. B. 123

EXTRAORDINARY EXPENSES.

See HIGHWAY—Repairs. 3—5.

EXTRAORDINARY TRAFFIC.

See HIGHWAY—Repairs. 3—7.

EXTRINSIC EVIDENCE.

— of intention.

See WILL—EXTRINSIC EVIDENCE, &c.

F.

FACTOR.

Hire and Purchase Agreement, col. 319.
Sale by Agent, col. 320.

Hire and Purchase Agreement.

1. — *Construction—Property in goods.* *Held*, on the construction of a hiring agreement, that the parties having plainly expressed their intention that, in a certain event, the property should not pass to the hirer, that event having happened the property did not pass, and the transaction was therefore not within the Bills of Sale Acts. *McENTIRE v. CROSSLEY BROTHERS*

[H. L. (X.) [1895] A. C. 457]

2. — *Factors Act*, 1889, s. 9.] A. let a piano to B. under a hiring agreement by which B. was to pay as hire monthly instalments, and when all the instalments were so paid the piano was to become the property of B. C., an auctioneer, in good faith and with no knowledge of A.'s rights, received the piano, sold it, and paid the proceeds to B. — *Held*, that C. had agreed to buy and obtained with consent of A. possession of the piano; that delivery by B. to C. had the same effect as if B. was a mercantile agent; that "delivery under any agreement for sale" was not confined to delivery to the receiver pursuant to a sale by the deliveror; that "agreement for sale, pledge, or other disposition" included a delivery of goods to be sold by the receiver for the benefit of the deliveror, and that therefore C. was protected from liability by s. 9 of the Act. *SHEENSTON & Co. v. HILTON* — Bruce J. [1894] 2 Q. B. 452

3. — *Factors Act*, 1889, s. 9—*Possession under agreement—Option to purchase.* The expression in s. 9 of the *Factors Act*, 1889, "a person having agreed to buy goods," means a person who has bound himself by agreement to buy, and does not include a person having an option to buy, the owner being bound to sell if the option is exercised. *HELBY v. MATTHEWS* — H. L. (E.)

[1895] A. C. 471 *reverses* C. A. and *restoring*
[Div. Ct. [1894] 2 Q. B. 262]

[*Followed by* C. A. in *PAYNE v. WILSON*, [1895] 2 Q. B. 537.]

4. — *Factors Act*, 1889, ss. 1, 2—*Mercantile agent—Person employed to sell on commission.* B., who was employed by the plffs. to sell goods at a salary and on commission, pledged, without authority, some articles with the defts., who received them in good faith and in the ordinary course of business:—*Held*, that B. was not a mercantile agent within the meaning of the *Factors Act*, 1889, s. 1, and therefore s. 2 of that Act afforded no defence. The meaning of "mercantile agent" explained. *HASTINGS v. PEARSON*

[Div. Ct. [1893] 1 Q. B. 68]

See No. 2, above.

5. — *Sale of goods—Possession of goods under hire and purchase agreement—Factors Act*, 1889, s. 9.] A. being in possession of furniture under a hire and purchase agreement made with B.,

FACTOR—Hire and Purchase Agreement—contd.

sold and delivered the same, before the last payment had accrued due or been paid, to C.:—*Held*, that the sale to C., who had acted in good faith and without notice of B.'s rights, was valid under s. 9 of the *Factors Act*, 1889. *LEE v. BUTLER*

[C. A. [1893] 2 Q. B. 318]

Distinguished in No. 8, above.

6. — *Sale of goods—Conviction of hirer.* Where a person having possession of goods under a hire and purchase agreement sells them to a purchaser in good faith and without notice, the conviction of the hirer for larceny as a bailee of the goods does not divest the purchaser of the property in them: *PAYNE v. WILSON* — Div. Ct.

[1895] 1 Q. B. 553; *this decision reverses*.

[by C. A. [1895] 2 Q. B. 537]

And see No. 8, above.

Sale by Agent.

Condition against selling without further authority—Estoppel. B. entrusted a table-top to G., who was a dealer in similar articles. The table-top was not to be sold to any person or at any price without B.'s authorization. If sold, the cheque was to be handed to B. intact, who was to pay a commission. G. sold the table to E. for £200 without B.'s authorization. E. was to pay S. £170 to satisfy a judgment S. had against G., and £30 to G. E. gave S. a diamond valued between them at £120 and £50 in cash:—*Held*, that G. was acting altogether outside his authority in selling, and therefore E. acquired no title, and B. was not estopped from disputing E.'s title:—*Held*, also, that as the table was never entrusted for sale, and as the mode of payment was not in accordance with the ordinary course of business, E. was not protected by the *Factors Act* in force at the time (6 Geo. 4, c. 94, s. 4). *BIGGS v. EVANS*
[Wills J. [1894] 1 Q. B. 88]

FACTORY AND WORKSHOP.

By the Factory and Workshop Act, 1891 (54 & 55 Vict. c. 75), the law relating to *Factories and Workshops* was amended.

By the Factory and Workshop Act, 1895 (58 & 59 Vict. c. 37), the law relating to *Factories and Workshops* was further amended.

Reference to the Orders of the Secy. of State granting special exemptions under the Acts issued prior to 1891 is given in the "Index to the Statutory Rules and Orders," 1893 edit. St. O. P. The subsequent Orders are published in the annual volumes of Statutory Rules and Orders, 1890-1895.

Dangerous machinery—Fencing ["All dangerous parts of the machinery" in s. 6 of the *Factory and Workshop Act*, 1891, is not limited to such part of the machinery as supplies or conveys the motive power by which the industrial operations of the factory are immediately effected, but applies to all the machinery in the factory,

FACTORY AND WORKSHOP—continued.

and includes an upper die which forcibly descends on a lower die for the purpose of shaping tin plates. *REDGRAVE v. LLOYD & SONS, LD.*

[Div. Ct. [1895] 1 Q. B. 876

And see *SHOP HOURS REGULATION.*

FACULTY.

See *ECCLESIASTICAL LAW—Faculty.*

FAIR COMMENT.

See *DEFAMATION—LIBEL. 1.*

"FAIRWAY."

— Definition of.

See *SHIP—COLLISION. 5.*

FALKLAND ISLANDS.

— Colonial Probates Act, 1892.

See *PROBATE—GRANT OF PROBATE—Colonial Probates Act.*

— Death Duties.

See *DEATH DUTIES—Estate Duty.*

FALSA DEMONSTRATIO.

See *WILL—WORDS. 13.*

FALSE IMPRISONMENT.

See *MASTER AND SERVANT—Liability for Acts of Servants. 1.*

FALSE PRETENCES.

See *CRIMINAL LAW—PROCEDURE. 4.*

FALSE TRADE DESCRIPTION.

— Merchandise mark.

See *TRADE-MARK—MERCHANDISE MARK.*

FALSEHOOD.

— Imputation of.

See *DEFAMATION—LIBEL. 4, 10.*

FAMILY ARRANGEMENT.

See *SCOTTISH LAW—Contract. 1.*

FANCY WORD.

— Trade-mark.

See *TRADE-MARK—REGISTRATION. 17—19, 23.*

FARE.

— Railway.

See *RAILWAY—PASSENGER. 3, 4.*

FARM.

Market garden, conversion into. The conversion of a farm into a market garden is not necessarily a breach of a covenant to cultivate "according to the best rules of husbandry," and buildings, such as hothouses, erected on a farm, and rendering it more profitable, are "improvements" within the Agricultural Holdings Act, 1883. *MEUX v. COBLEY* - *Kekewich J.* [1892] 2 Ch. 253

FATHER.

— Rights over children.

See *INFANT—Custody.*

FEDERAL GOVERNMENT.

— Conflict between powers of and of Provincial.

See *CANADA—LAW OF CANADA—Dominion and Constitutional Law.*

FEE FUND.

See *HOUSE OF LORDS—Fee Fund.*

FEEES.

— in Bankruptcy.

See "Table of Rules and Orders Issued," p. cxxlix.

— Burial.

See *BURIAL. 1, 3.*

— in Company winding-up.

See "Table of Rules and Orders Issued," p. cxxlix.

— in County Court.

See "Table of Rules and Orders Issued," p. cxxlix.

— Directors'.

See *COMPANY—DIRECTORS—Remuneration.*

— District surveyor's.

See *LONDON COUNTY—BUILDINGS. 19.*

— in Ecclesiastical Court.

See *ECCLESIASTICAL LAW—Fees.*

— of Justices.

See *JUSTICES—Fees.*

— Liverpool District Registry.

See "Table of Rules and Orders Issued," p. cxxlix.

— for Registration of trade-marks.

See *TRADE-MARK FEES.*

— Supreme Court.

See "Table of Rules and Orders Issued," p. cxxlix.

FEMALE PARTY.

— Description.

See *PRACTICE—WRIT—Description of Parties. 1.*

FEMALE TENANT FOR LIFE.

See *SETTLED LAND—SETTLED LAND Acts—Tenant for Life. 7.*

FENCING

— of Machinery.

See *FACTORY AND WORKSHOP.*

FERTILIZERS AND FEEDING STUFFS.

See *ADULTERATION—Fertilizers and Feeding Stuffs.*

"FICTITIOUS OR NON-EXISTENT PERSON."

— Bill of exchange.

See *BILL OF EXCHANGE. 6.*

FIDUCIARY RELATION.

See *COMPANY—DIRECTORS—Misfeasance. 5, 6.*

COMPANY—PROMOTION.

LIMITATIONS, STATUTE OF. 13.

FIERI FACIAS (WRIT OF).

See *COUNTY COURT—Jurisdiction. 21.*

FIGURES.

— Sculptured.

See *ECCLESIASTICAL LAW—Faculty. 13.*

FIIJ.

Application of Colonial Probates Act, 1892.

See *PROBATE—GRANT OF PROBATE—Colonial Probates Act.*

Death Duties.

See *DEATH DUTIES—Estate Duty.*

Law of Fiji.

Boundaries of town—Construction of proclamation—High-water mark on the sea-shore.] By

FIJI—Law of Fiji—continued.

proclamation the western boundary of a town was declared to be the sea-coast at high-water mark and the eastern boundary to be a specified distance therefrom:—*Held*, that reclaimed foreshore was within the town, the western boundary of which was the high-water mark for the time being, and the eastern boundary that fixed absolutely by the proclamation. *SMART & Co. v. TOWN BOARD OF SUVA* - J. C. [1893] A. C. 301

FINAL JUDGMENT.

— Bankruptcy notice founded on

See *BANKRUPTCY—ACT OF BANKRUPTCY*
— Bankruptcy Notice. 3-6.

FINANCE.

— of London City

See *LONDON, CITY—Finance.*

FINANCE ACT, 1894.

See *DEATH DUTIES—Estate Duty.*

FINANCING.

See *CONTRACT—Construction.* 1.

FINE.

— on Copyholds.

See *LAND—Acquisition under Lands Clauses Act.* 4.

— Penalty for non-payment.

See *METROPOLITAN POLICE DISTRICT—Offences.*

FIRE (PREVENTION OF).

By the *False Alarms of Fire Act*, 1895 (58 & 59 Vict. c. 23), a penalty was imposed for giving *False Alarms of Fire*.

1. — *Control of premises on fire—Right to exclude the public.* A fire brigade provided by a local authority has control of the premises where a fire takes place, and may exclude the public, including volunteer fire brigades. *CARTER v. THOMAS* - Div. Ct. [1893] 1 Q. B. 673

2. — *Expenses of use of fire-engine.* The expense of sending engines to extinguish fires outside their district incurred by a local authority is to be borne by the person receiving the rack-rent of the land or building where the fire occurs. *SALE v. PHILLIPS* - Div. Ct. [1894] 1 Q. B. 346

FIRE INSURANCE.

See *INSURANCE, FIRE.*

FIREARMS.

— Attempt to discharge—Evidence.

See *CRIMINAL LAW—OFFENCES AGAINST THE PERSON.* 2.

FIRE-PLUG.

See *WATER—Supply under Waterworks Clauses Act.* 5.

FIRM.

— Application for shares by a firm.

See *COMPANY—WINDING-UP—CONTRIBUTORY.* 10.

FIRST OFFENDERS.

Returns shewing the working of the Probation of First Offenders Act, 1887, in certain districts

FIRST OFFENDERS—continued.

during the years 1890 and 1893 are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.			
	Session.	Number at foot of Paper.	Vol.	Page.
1893	1894	203	71	219
1890	1891	231	64	459
				d.
				1½
				1

FISCAL SALE.

See *CEYLON—Law of Ceylon.* 1.

FISHERY.

See, col. 324.

Salmon and Freshwater, col. 325.

Sea.

BELGIAN DECLARATION. Notice bringing pt. 1 of the *Fisheries Act*, 1891 (54 & 55 Vict. c. 37), into operation on Sept. 15, 1891. *London Gazette*, Sept. 8, 1891, p. 4777.

NORTH SEA FISHERIES. By the *North Sea Fisheries Act*, 1893 (56 & 57 Vict. c. 17), the *Act of 1888 was repealed*.

Bd. of Trade notice dated April 11, 1894, fixing the day for the *Act of 1893* to come into force. *St. R. & O.* 1894, p. 123.

O. in C. dated April 30, 1894, making regs. under s. 5 of the *Act of 1893* as to licences under art. iii. of the scheduled convention. *St. R. & O.* 1894, p. 124.

SEAL FISHERY. *O. in C.* dated June 23, 1891, under the *Seal Fishery (Behring's Sea) Act*, 1891 (51 & 52 Vict. c. 19). *London Gazette*, June 24, 1891, p. 3365.

O. in C. dated May 16, 1893 ("The *Seal Fishery (Behring's Sea) O. in C.* 1893"). *London Gazette*, May 19, 1893, p. 2699.

By the *Seal Fisheries (North Pacific) Act*, 1895 (58 & 59 Vict. c. 21), the *Act of 1893 was repealed* and fresh provision made.

O. in C. dated Nov. 21, 1895 ("The *Seal Fisheries (North Pacific) O. in C.* 1895"). *St. R. & O.* 1895, 569. Price ½d.

By the *Behring Sea Award Act*, 1894 (57 & 58 Vict. c. 2), the *Behring Sea Award* was carried into effect.

O. in C. dated April 30, 1894 ("The *Behring Sea Award O. in C.* 1894"). *St. R. & O.* 1894, p. 129.

O. in C. dated Feb. 2, 1895 ("The *Behring Sea Award O. in C.* 1895") *St. R. & O.* 1895, No. 61. Price ½d.

1. — *Oysters—Foreign Oysters—Sale in close seasons—Fisheries Oyster, Crab and Lobster Act*, 1877, s. 4.] Oysters taken in foreign waters and relaid and stored until wanted for sale, in English waters, where they do not breed, may be sold in the close season. *ROBERTSON v. JOHNSON* [Div. Ct. [1893] 1 Q. B. 129

2. — *Several fishery in tidal waters—Foreshore of the sea.] Prima facie* the Crown is entitled to every part of the foreshore of the

FISHERY—Sea—continued.

sea between high and low water-mark. But, proof of the ownership of a several fishery over part of the foreshore raises a presumption against the Crown that the freehold of that part is in the owner of the fishery. *ATTORNEY-GENERAL v. EMERSON* - *H. L. (E.)* [1891] *A. C.* 649

Salmon and Freshwater.

1. — *Fishery district—Limits—Tributary.* [A Secy. of State's certificate under the Salmon Fishery Acts, 1861 to 1876, defined the limits of the Severn Fishery District as including "so much of the River Severn and of all of the tributaries of the said river" as was situate within certain counties:—

(A) *Held*, that a reservoir, formed by damming the valley and enclosing the waters of the River Vyrnwy, was not a "tributary" of the Severn, and, therefore, not within the Severn fishery district, although the Vyrnwy was formerly a "tributary" of the Severn, and water still overflowed from the reservoir into the Severn. *GEORGE v. CARPENTER* - *Div. Ct.* [1893] *1 Q. B.* 505

(B) *Held*, that a brook running into a river which in turn ran into the Severn was a tributary of the Severn within the certificate. *EVANS v. OWENS* - *Div. Ct.* [1895] *1 Q. B.* 237

2. — *Public right—Non-tidal waters.* [The public cannot by prescription or otherwise obtain a legal right to fish in a non-tidal river even though it is navigable. But evidence of fishing by the public as of right is admissible, but not conclusive, as evidence in derogation of a claim to a several fishery.]

(A) *SMITH v. ANDREWS* [North J. [1891] *2 Ch.* 678]

(B) *BLOUNT v. LAYARD* [C. A. [1891] *2 Ch.* 681, n.]

3. — *Salmon fisheries.* [A justice who is present at a meeting of a conservancy board when a resolution is passed to take proceedings for the violation of provisions of the Salmon Fisheries Acts is disqualified from adjudicating on proceedings so authorized, notwithstanding s. 61 of the Salmon Fishery Act, 1865. *REG. v. HENLEY* [Div. Ct. [1893] *1 Q. B.* 504]

FIXTURES.

— Mortgage of.
See MORTGAGE—FIXTURES.

— Trade.
See TRADE FIXTURES.

FLAGGING.

— Footways.
See LONDON COUNTY—STREETS AND HIGHWAYS. 1, 2.

FLATS.

— *Covenant by landlord to appoint resident porter.*
See SPECIFIC PERFORMANCE. 4.

Implied obligation—Common scheme. [An injunction granted to restrain the conversion into a club of a large part of a building constructed for occupation in residential flats, at the instance of a tenant under an agreement in common form binding her to rules adapted to residential purposes. *HUDSON v. CRIFFS* [North J. [1895] *W. N.* 161 (5)]

FLATS—continued.

— *Liability of landlord to persons using staircase.*
See LANDLORD AND TENANT—LANDLORD'S LIABILITY. 1.

— *whether Separate "buildings"—District surveyor's fees.*
See LONDON COUNTY—BUILDINGS. 19.

FLOATING SECURITY.

What is a "floating security" discussed in *BRUNTON v. ELECTRICAL ENGINEERING CORPORATION* - *Kekewich J.* [1892] *1 Ch.* 434, at p. 439
See COMPANY—DEBENTURES. 18—20, 38.
FRAUDS, STATUTE OF. 5.

FOG.

See SHIP—COLLISION. 6—8.

FLOODING.

— By sewers.
See SEWERAGE AND DRAINAGE. 6.

FOOTWAY.

— Flagging.
See HIGHWAY—Repairs. 3.
See LONDON COUNTY—STREETS AND HIGHWAYS. 1, 2.

— Inclosure award.

See INCLOSURE. 2.

FORCIBLE ENTRY.

— Landlord and tenant.
See TRESPASS TO LAND.

FORECLOSURE.

See COMPANY—DEBENTURE. 4, 19.
MORTGAGE—FORECLOSURE.

FOREIGN ACTION.

See COMPANY—WINDING-UP—EXECUTION; PRACTICE—INJUNCTION. 7.

FOREIGN CO-DEFENDANT.

— Adding—Residence abroad—Discretion of Court.
See PRACTICE—PARTIES—Adding Defendant. 5.

FOREIGN COMPANY.

— Winding-up.
See COMPANY—WINDING-UP—PETITION AND ORDER. 15.

FOREIGN COPYRIGHT.

See COPYRIGHT—International.

FOREIGN COUNTRY.

See PRACTICE—INJUNCTION. 9.

FOREIGN COURT.

See INTERNATIONAL LAW. 5.
COMPANY—WINDING-UP—STAY OF PROCEEDINGS. 2, 3.

FOREIGN DIVORCE.

— Domiciled Englishman—Jurisdiction of foreign Court.
See DIVORCE—JURISDICTION. 3.

FOREIGN FIRM.

— Action against.
See PRACTICE—PARTIES—Adding Defendant. 5; PRACTICE—SERVICE—Firms. 3—9.

— Branch in England.
See PARTNERSHIP—Liability. 11.
M 2

FOREIGN FIRM—continued.

— Security for costs.

See PRACTICE — SECURITY FOR COSTS.

1—6.

FOREIGN GAME.

— Sale without excise licence.

See EXCISE.

FOREIGN-GOING SHIP.

See SHIP—PILOTAGE—Compulsory Pilotage. 1.

FOREIGN JUDGMENT.

— Action on.

See PRACTICE—SECURITY FOR COSTS. 5.

FOREIGN JURISDICTION.

Reference to the whole of the Foreign Jurisdiction Orders in Council under the Extradition Acts issued prior to 1891 and (Jan. 1, 1893) in force is given in the "Index to the Statutory Rules and Orders," 1893 edit. St. O. P.

The following is a list of the Orders in Council issued subsequently to Dec. 31, 1890, and now in force :—

AFRICA.] O. in C. dated May 9, 1891, revoking O. in C. of Jan. 27, 1885, and June 30, 1890, as to South Africa. St. R. & O. 1891, p. 295.

O. in C. dated July 30, 1891, amending this last Order. St. R. & O. 1891, p. 298.

O. in C. dated Dec. 12, 1891, extending the Fugitive Offenders Act, 1881, to certain places in South Africa. St. R. & O. 1891, p. 307.

O. in C. dated June 28, 1892 ("The Africa O. in C. 1892"). St. R. & O. 1892, p. 486.

O. in C. dated July 17, 1893 ("The Africa O. in C. 1893"). St. R. & O. 1893, p. 308.

O. in C. dated July 18, 1894 ("The Matabeleland O. in C. 1894"). St. R. & O. 1894, p. 133.

O. in C. dated Oct. 3, 1895, as to the validity of certain marriages solemnized within the limits of the Matabeleland O. in C. 1894. St. R. & O. 1895, No. 407. Price 1d.

CYPRUS.] O. in C. dated May 9, 1892, approving Proclamation as to Currency. St. R. & O. 1892, p. 41.

O. in C. dated Nov. 23, 1893, applying the Colonial Courts of Admir. Act, 1890, with certain exceptions and qualifications, to the Supreme Court of Cyprus. St. R. & O. 1893, p. 309.

The Cyprus Coinage Order, 1895, dated Feb. 2, 1895. St. R. & O. 1895, No. 65. Price 1d.

The Cyprus Extradition Order, 1895, dated March 8, 1895. St. R. & O. 1895, No. 136. Price 1d.

The Cyprus Extradition Order, 1895, No. 2, dated Dec. 12, 1895. St. R. & O. 1895, No. 582. Price 1d.

GAMBIA, TERRITORIES ADJACENT TO.] O. in C. dated Nov. 23, 1893, regulating British jurisdiction within territories adjacent to the Gambia. St. R. & O. 1893, p. 311; Lond. Gaz. Nov. 28, 1893, p. 6961.

MOROCCO.] O. in C. dated May 9, 1892 ("The Morocco Fees O. in C. 1892"). St. R. & O. 1892, p. 85.

OTTOMAN EMPIRE.] O. in C. dated Feb. 23, 1891, as to Fees in Consular Courts. Order of

FOREIGN JURISDICTION—continued.

Oct. 26, 1875, revoked, and Order of 1873 amended. St. R. & O. 1891, p. 300.

O. in C. Nov. 24, 1891, ("The Ottoman Tribunals O. in C. 1891"). St. R. & O. 1891, p. 305.

The Ottoman Dominions (Prisoners' Removal) Order in Council, 1895, dated Feb. 2, 1895. St. R. & O. 1895, No. 63. Price 1d.

"The Ottoman Dominions (Courts) O. in C. 1895," dated March 8, 1895. St. R. & O. 1895, No. 139. Price 1d.

PACIFIC.] O. in C. dated March 15, 1893 ("The Pacific O. in C. 1893"). St. R. & O. 1893, p. 312.

[This O. in C. repeals and consolidates the Western Pacific Orders in Council of 1877, 1879 and 1880.]

PERSIAN COAST AND ISLANDS.] O. in C. dated Oct. 3, 1895 ("The Persian Coast and Islands O. in C. 1895.") St. R. & O. 1895, No. 408. Price 1d.

SIERRA LEONE, TERRITORIES ADJACENT TO.] O. in C. Aug. 24, 1895, as to British jurisdiction in territories adjacent to Sierra Leone. St. R. & O. 1895, No. 397. Price 1d.

ZANZIBAR.] 1890. Nov. Foreign Office Notification of assumption of British Protectorate over the dominions of the Sultan of Zanzibar. Lond. Gaz. Nov. 4, 1890, p. 5802.

O. in C. dated March 16, 1892 ("The Zanzibar O. in C. 1892"). St. R. & O. 1892, p. 488; Lond. Gaz. Mar. 18, 1892, p. 1590.

O. in C. dated May 16, 1893 ("The Zanzibar Trade Marks O. in C. 1893"). St. R. & O. 1893, p. 405.

O. in C. dated July 17, 1893 ("The Zanzibar (Jurisdiction) O. in C. 1893"). St. R. & O. 1893, p. 406.

1. — Jurisdiction of Consular Courts in Japan — Counter-claim against Japanese plaintiff.] By treaty the British Courts and the Japanese territorial Courts have exclusive jurisdiction over claims against British and Japanese subjects respectively. Accordingly, the Consular Courts have no jurisdiction to entertain a counter-claim in an action by a Japanese plff. against a British deft. IMPERIAL JAPANESE GOVT. v. PENINSULAR AND ORIENTAL STEAM NAVIGATION CO. — J. C. [1895] A. C. 644

2. — Powers of judge of consular court.] The Consular Court of Madagascar was by O. in C. of Feb. 4, 1869, vested with plenary civil jurisdiction over all British subjects within its limits, though it was not created in the sense of English law a Court of Record:—Held, that a judge of such a Court is entitled to the same degree of protection which is accorded by the law of England to the judge of a Court of Record; and that an action for damages will not lie against him for dismissing without proof an action which he held to be vexatious. HAGGARD v. PELICIER FRERES

[J. C. [1892] A. C. 61

Note.—The Madagascar Court is now made a Court of Record under the Africa Order in Council of Oct. 15, 1889: see observations of

[J. C. [1892] A. C. at p. 65

3. — Practice of Consular Courts in Japan.] There is no authority expressed in or to be im-

FOREIGN JURISDICTION—continued.

plied from the rules of the Supreme Court of China and Japan to warrant the joinder in one suit of different and distinct causes of action not being causes of action by and against the same parties. *PENINSULAR AND ORIENTAL STEAM NAVIGATION Co. v. TSUNE KIJIMA J. C. [1895] A. C. 661*

4. — *Western Pacific—Jurisdiction of High Commissioner's Court.*] In a suit in the High Commissioner's Court for the recovery of land in Samoa, and for damages for conversion of its produce, it appeared that the defts. did not dwell within the bounds of the said islands, but that they had a store in Samoa, affixed to which was a signboard with the name of their firm, where they carried on business by servants and agents: —*Held*, that under the Pacific Islanders' Protection Acts, 1872, 1875, the Foreign Jurisdiction Acts, 1843—1875, the O. in C. of Aug. 13, 1877, and the Treaty between H. M. and the King of Samoa of Aug. 28, 1879, the defts. were within the jurisdiction of the Court, and that the latter was competent to grant the relief prayed. *McARTHUR & Co. v. CORNWALL* — J. C. [1892] A. C. 75

Note.—The jurisdiction over Samoa of the above Court was abrogated by the Treaty of June 14, 1889, between H. M., the U. S., and Germany, establishing a Supreme Civil Court for the island: see observations of J. C.

[1892] A. C. at p. 81

FOREIGN LAND.

See PRACTICE—JURISDICTION. 3.

FOREIGN LAW.

English will as to land in Italy—Invalidity of Trusts by Italian law.] Case in which was considered the effect of Italian law on a trust in the will of an English testator to sell certain lands in Sardinia and apply the proceeds. *In re PIERCY. WHITTHAM v. PIERCY* North J. [1895] 1 Ch. 83

— *Charterparty construction—English or German law.*

See SHIP—BILL OF LADING—Non-delivery of Goods. 1.

And see CONFLICT OF LAWS.

FOREIGN LIQUIDATION.

See PRACTICE—RECEIVER—Equitable Execution. 7.

FOREIGN MARRIAGE.

See MARRIAGE.

FOREIGN MORTGAGE.

See DEATH DUTIES—Probate Duty. 2.

FOREIGN OYSTERS.

— Sale in close season.

See FISHERY—Sea. 1.

FOREIGN PATENT.

— Lapse.

See PATENT—Prolongation. 2, 3.

FOREIGN PORT.

See SHIP—ADMIRALTY PRACTICE.

FOREIGN POWER OF ATTORNEY.

See CONFLICT OF LAWS. 3.

FOREIGN SHIP.

See SHIP—ADMIRALTY PRACTICE—Necessaries. 1.

FOREIGN SOVEREIGN.

See INTERNATIONAL LAW. 4.

FOREIGN STATEMENT.

See INSURANCE, MARINE. 17.

FOREIGN STATUTE.

— Interpretation.

See CONFLICT OF LAWS. 6.

FOREIGN TRIBUNAL.

See DIVORCE—JURISDICTION. 3.

FOREIGN WILL.

See FOREIGN LAW; PROBATE—GRANT OF ADMINISTRATION—Ab Intestato.

1; PROBATE—GRANT OF ADMINISTRATION—With Will Annexed.

2, 3; PROBATE—GRANT OF PROBATE. 33, 35, 37, 38.

FOREIGNER.

— Security for costs.

See PRACTICE—SECURITY FOR COSTS. 1—6.

FORESHORE.

Definition.] Where in a proclamation setting out boundaries the high-water mark is specified:

—*Held*, that the high-water mark for the time being is meant, and that reclaimed foreshore is included. *SMART & Co. v. TOWN BOARD OF SUNA*

[J. C. [1893] A. C. 301

— Nuisance on.

See RIVER—Pollution. 2.

— Rights of the Crown.

See FISHERY—Sea. 2.

FOREST OF DEAN.

— Gale.

See TRUST. 3.

FORFEITURE.

See PRACTICE—WRIT—Writ Specially Indorsed. 1.

— of Benefit under will.

See WILL—FORFEITURE.

WILL—CONDITION. 4, 6.

— Lease.

See LANDLORD AND TENANT—LEASE.

— Railway ticket.

See RAILWAY—PASSENGER. 2, 3, 4.

— Settlement—Construction.

See SETTLEMENT—Construction. 8, 9.

FORGED TRANSFERS.

By the Forged Transfers Act, 1891 (54 & 55 Vict. c. 43), Purchasers of Stock were preserved from Losses by Forged Transfers.

By the Forged Transfers Act, 1892 (55 & 56 Vict. c. 36), the Act of 1891 was explained.

FORGERY.

— Bill of exchange.

See BANKER—Liability. 5; BILL OF EXCHANGE. 1.

FORM.

— Statutory, of Bill of Sale.

See BILL OF SALE—STATUTORY FORM.

FORM OF JUDGMENT.

— In foreclosure on a mortgage debenture.

See COMPANY—DEBENTURE. 4.

FORMA PAUPERIS.

Costs of successful pauper suitor.] The costs to be allowed to a successful pauper suitor considered—

(A) in the House of Lords. *JOHNSON v. LINDSAY & Co. (No. 2)* — H. L. (E.) [1892] A. C. 110

FORMÂ PAUPERIS—continued.

(B) in Divorce cases; the anti-Judicature practice at Chancery and Common Law reviewed. *RICHARDSON v. RICHARDSON* - *Jeune Pres.* [1895] P. 276; C. A. [1895] P. 348
And see PRACTICE—FORMÂ PAUPERIS.

FORMATION

— of Company.

See COMPANY—FORMATION.

— of Contract.

See CONTRACT—Formation.

FOUNDERS' SHARES.

See COMPANY—REDUCTION OF CAPITAL.
 8; *COMPANY—WINDING-UP—CONTRIBUTORY.* 6.

FRANCE.

— Mail ships.

See POST OFFICE.

FRANCHISE OF ELECTORS.

See PARLIAMENTARY, &C., REGISTRATION.

FRANCHISE OF PATENT.

See COUNTY COURT—Jurisdiction. 14.

FRASERBURGH.

— Pilotage by-laws.

See SHIP—PILOTAGE—Bye-laws.

FRAUD.

— on Bankruptcy law.

See BANKRUPTCY—ANNULMENT. 1.

— as to Company matters.

See COMPANY—MISREPRESENTATION.

— Compromise.

See BANKRUPTCY—RECEIVING ORDER. 3.

— Concealed.

See LIMITATIONS, STATUTE OF. 13—15;
TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 8.

New issue as to negligence. Where charges of fraud and deceit have failed, the person making them will not be allowed to raise new issues as to negligence on appeal. *CONNECTICUT FIRE INSURANCE CO. v. KAVANAGH*
 [J. C. [1892] A. C. 473]

— Not on Members of a company.

See COMPANY—WINDING-UP—EXAMINATION OF OFFICERS. 3.

— on Power of appointment.

See POWER OF APPOINTMENT—Exercise. 4, 5.

— Rescission for.

See CONTRACT—Rescission.

— as to user of Trade-mark.

See TRADE-MARK—REGISTRATION. 21.

FRAUDS, STATUTE OF (29 Car. 2, c. 3).

1. — *Section 3—Surrender of lease—Parol consent.* Parol consent of an old tenant to a new lease does not operate as a surrender of the old lease by operation of law or otherwise, so as to take the case out of the operation of s. 3. There is no surrender by operation of law unless the old tenant give up possession to the new tenant at or about the time of the grant of the new lease to which he assents. *WALLIS v. HANDS*
 [Chitty J. [1893] 2 Ch. 75]

2. — *Section 4—Correspondence referring to a formal contract.* Where a vendor wrote to an

FRAUDS, STATUTE OF (29 Car. 2, c. 3)—contd.

intending purchaser accepting his offer, and incloses a contract for his signature, if the contract contains stipulations not contained in the previous correspondence, e.g., restriction of commencement of title, limitation of time for completion, and requirement of a deposit, which was returned unsigned:—*Held*, that an action for specific performance must be dismissed, as no definite arrangement had been arrived at. *JONES v. DANIEL* - - - [1894] 2 Ch. 332

3. — *Section 4—Guarantee—Indemnity—Verbal promise.* A promise by deft. to indemnify plff. against a liability which plff. is about to contract with a third person is not within s. 4 of the statute.

An oral promise by deft. to plff. that, if plff. would accept certain bills for a firm in which deft.'s son was a partner, deft. would provide plff. with funds to meet the bills, is a promise of indemnity and not of guarantee, and therefore not required to be in writing. *GUILD & CO. v. CONRAD*

[C. A. affirm. *Mathew J.* [1894] 2 Q. B. 885]

4. — *Section 4—Guarantee—Indemnity.* Per *Kekewich J.* and C. A.: The recital in a will that the testator has guaranteed a firm in respect of a debt is a sufficient note or memorandum signed by the testator:—*Held*, however, by C. A., that in this case the agreement was not a guarantee, but an agreement to indemnify against loss, and did not therefore require a memorandum in writing. *In re HOYLE. HOYLE v. HOYLE*

[Both Courts [1893] 1 Ch. 84]

5. — *Section 4—Interest in land—"Floating security"—Debentures—Transfer.* Where debentures are charged on the property of the co., and the property includes land:—*Held*, that a contract for the sale of the debentures is a contract for an interest in land within s. 4. The fact that the security is a "floating security" makes no difference. *DRIVER v. BROAD*

[*Mathew J.* [1893] 1 Q. B. 539;

[affirm. by C. A. [1893] 1 Q. B. 744]

6. — *Section 4—Interest in land—Machinery.* Certain machinery held to be an interest in land within the section. *JARVIS v. JARVIS*

[*North J.* [1893] W. N. 138.]

7. — *Section 4—Liability undertaken at the request of another.* If A. undertakes a liability at the request of B. and upon a promise by B. to pay to A. what he pays under the liability, B.'s promise is not within the statute. *In re BOLTON'S ESTATE. MORANT v. BOLTON*

[*Chitty J.* [1892] W. N. 114]

An appeal was dismissed on the ground that on the evidence it was for B.'s own debt A. had rendered himself responsible, and that the statute had therefore no application.

[C. A. [1892] W. N. 163]

And see Nos. 3, 4, above.

8. — *Section 4—Memorandum—Purchaser's name filled in by auctioneer's clerk.* Where at a sale, L., the highest bidder for a lot, gave his name and address to the auctioneer's clerk, and followed him to the table where the clerk filled in the blanks in a printed memorandum with L.'s name and address, but L. refused to sign the

FRAUDS, STATUTE OF (29 Car. 2, c. 3)—*contd.*
 memorandum, and ultimately refused to complete:—*Held*, that there was a sufficient signature on behalf of L., and that there must be judgment for specific performance. *SIMS v. LANDRAY*

[*Romer J.* [1894] 2 Ch. 318]

9. — *Section 4—Oral agreement to extend tenancy.* Where a house was let on a yearly tenancy and there was an oral agreement to extend the tenancy beyond a year:—*Held*, that the oral agreement was invalid under the Statute of Frauds, there being no fresh demise. *SIDEBOTHAM v. HOLLAND* C. A. [1895] 1 Q. B. 378

10. — *Oral agreement—Letting for non-continuous period—Entry—Payment of rent on account—Right of landlord to recover balance of rent.* The plff. orally agreed to let a piece of waste ground to the deft. for three successive Bank holidays; the deft. was to have exclusive possession of the ground on those days, and to pay £45 for the use of the ground, paying an instalment of £15 for each of the three days. The deft. entered and occupied the land on the first of the three days, and after entry paid the first instalment of £15; he refused to occupy the ground on the other two days, or to pay to the plff. the balance of the rent. In an action by the plff. to recover the two remaining instalments, the deft. contended that the claim was barred by the Statute of Frauds, s. 4:—*Held*, that there having been an entry for the purpose of occupation under an agreement for a single letting (although the period of the agreed letting was not continuous) at a single rent, and a payment of rent on account of the entry, the plff.'s right to recover the balance was not affected by the fact that the agreement was not in writing, and the Statute afforded no defence to the claim. *SMALLWOOD v. SHEPPARDS*

[*Div. Ct.* [1895] 2 Q. B. 627]

11. — *Section 4—Sale of land—Description of Vendor.* Specific performance of an agreement made with the "agents of the vendor" refused, because neither in the agreement nor subsequent correspondence was the vendor sufficiently identified to satisfy s. 4 of the statute. *COOMBS v. WILKES* — *Romer J.* [1891] 3 Ch. 77

12. — *Section 4—Sale of land—Letters signed by agent's clerk.* In an action for specific performance, to which s. 4 of the statute was pleaded, the purchaser relied on four letters purporting to be written by the vendor's agent; two of which were signed by the agent's clerk:—*Held*, that parol evidence could not be admitted to connect the letters signed by the clerk with those signed by the agent. *POTTER v. PETERS*

[*Kekewich J.* [1895] W. N. 37]

13. — *Section 4—Sufficiency of signature.* An agreement to serve for three years, in the form of a letter addressed to the defts., was signed by the plff. The defts.' name was inserted at the beginning of the letter by a duly authorized agent, but the letter not otherwise signed by them:—*Held*, that the defts.' name, so inserted, was a sufficient signature by them to satisfy s. 4 of the statute. *EVANS v. HOARE*

[*Div. Ct.* [1892] 1 Q. B. 593]

14. — *Sections 4, 7—Pleading.* The statute

FRAUDS, STATUTE OF (29 Car. 2, c. 3)—*contd.*
 must be pleaded if intended to be relied on as a defence; but it is not necessary to plead any particular section. Where, however, the deft. pleaded s. 4, he was not allowed to amend or avail himself of s. 7. *JAMES v. SMITH*

[*Kekewich J.* [1891] 1 Ch. 384]

The C. A., without dealing with the application of the Statute of Frauds, *held* that the plff. had not established the fact of agency. *JAMES v. SMITH* — C. A. [1891] W. N. 175

15. — *Sections 7, 8—Creation or declaration of trust of lands—Assignment of leaseholds by wife to husband for limited purpose.* The Duchess of M., for the purpose of enabling her husband to raise money, assigned a lease to him, which he mortgaged; there was evidence that he intended to re-assign the lease, subject to the mortgage, to the duchess, but this was never done. On his death a creditor's action was brought for administration of his estate, in which the Duchess claimed to be entitled to the lease subject to the mortgage:—*Held*, that the equity of redemption belonged to the Duchess, as the Statute of Frauds cannot be used to cover what would amount to a fraud. *In re DUKE OF MARLBOROUGH. DAVIS v. WHITEHEAD*

[*Stirling J.* [1894] 2 Ch. 133]

16. — *Section 17—"Memorandum"—Connecting documents—"Acceptance."* Three documents were advanced as forming a memorandum of a parol contract:—(1) An invoice signed by plffs. only; (2) An advice-note from the deft.'s carrier stating amount of goods but not the price, with the deft.'s indorsement thereon rejecting the goods; and (3) a letter from the deft. to the plffs. referring to his rejection of the goods:—*Held*, not to constitute a memorandum within s. 17. *Held*, also, that inspection of the goods by the deft. at the carrier's wharf did not amount to an "acceptance." *TAYLOR v. SMITH*

[C. A. [1893] 2 Q. B. 65]

[*By the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71), s. 17 of the Statute of Frauds was repealed and re-enacted, with a definition of "acceptance."*]

FRAUDULENT CONVEYANCE.

By the Voluntary Conveyances Act, 1893 (56 & 57 Vict. c. 21), it was provided that voluntary conveyances if bona fide are not to be avoided under 27 Eliz. c. 4.

Protection of Creditors.

1. — *Purchaser for value without notice.* By a settlement void against creditors under 13 Eliz. c. 5, s. 2, a reversionary life interest was reserved to the settlor, which he subsequently charged by way of equitable mortgage to a person who advanced his money without notice that the settlement was fraudulent:—*Held*, that s. 5 protected a subsequent purchaser, without notice, of any interest under such a settlement, whether the interest were legal or equitable, and the deed impeached was not void in respect of his interest. *HALIFAX JOINT STOCK BANK v. GLEDHILL*

[*Kay J.* [1891] 1 Ch. 31]

2. — *Shares—Call—Residuary legatee.* T., by the will of her late husband, took all his property, including shares in a co. She did not

FRAUDULENT CONVEYANCE—Protection of Creditors—continued.

transfer the shares into her own name. Four years after a call was made on the shares. T. transferred by deed all the property except the shares to L., who covenanted to lodge, clothe, and feed T.:—*Held*, that the "debts" of the testator included liabilities which sooner or later might have to be discharged, and that the deed was void as against creditors of the testator. *In re TROUGHTON. RENT AND GENERAL COLLECTING AND ESTATE CO. v. TROUGHTON*

[*Kekewich J.* [1894] W. N. 154

3. — *Voluntary gift.* A voluntary gift for charitable purposes is not covinous within 27 Eliz. c. 4, and is not avoided by a subsequent conveyance for value. *RAMSAY v. GILCHRIST*

[*J. C.* [1892] A. C. 412

And see **BANKRUPTCY—VOID SETTLEMENT.**

FRAUDULENT PREFERENCE.

— **Bankruptcy.**

See **BANKRUPTCY—FRAUDULENT PREFERENCE.**

— **Company in liquidation.**

See **COMPANY—WINDING-UP—FRAUDULENT PREFERENCE.**

FREEHOLD LEASE.

— *Interesse termini.*

See **LANDLORD AND TENANT—LEASE.** 37.

FREIGHT.

See **SHIP—BILL OF LADING—Consignee; Freight.**

— **Insurance of.**

See **INSURANCE, MARINE.** 1, 4—6, 15—18, 21, 26.

— **Legal proceedings as to.**

See **PRACTICE—JOINDER OF CAUSES OF ACTION.** 1 (A).

— **Lien on.**

See **SHIP—MARITIME LIEN.** 1.

FRENCH.

— **Will in the French language.**

See **POWER OF APPOINTMENT—Exercise.** 13.

FRENCH GUIANA.

— **Extradition from.**

See **EXTRADITION.**

FRENCH LAW.

— **Probate.**

See **PROBATE—GRANT OF PROBATE.** 38.

FRIENDLY SOCIETY.

By the "Friendly Societies Act, 1893" (56 & 57 Vict. c. 30), the *Friendly Societies Acts* were amended as to the stating of a special case on a question of law.

By the *Friendly Societies Act, 1895* (58 & 59 Vict. c. 26), the Act of 1875 was amended as to Appeals and as to divers other particulars.

1. — *Annuitant society—Objects of society exhausted—Dona vacantia—Cy-près.* A society was formed in 1810 to provide a fund for relief of widows of members. After 1830 it conformed to the provisions of the *Friendly Societies Act, 1829*; all the members and widows were dead:—*Held*, that the society was not a charitable institution to which the doctrine of *cy-près* could be applied,

FRIENDLY SOCIETY—continued.

and that the fact that there were honorary members, whose donations were applicable for the benefit of the widows of members made no difference; that the representatives of the last surviving member were not entitled to the funds, neither was the Crown entitled to them as *bona vacantia*, but that there was a resulting trust in favour of the members from time to time, or their personal representatives in shares, in the proportion to the amounts contributed by each to the funds of the society. *CUNNACK v. EDWARDS*

[*Chitty J.* [1895] 1 Ch. 480

2. — *Bankrupt treasurer—Preferential claim.* The trustees of a friendly society have, under s. 15 (7) of the Act of 1875, a preferential claim on the assets of their treasurer, when bankrupt, for the balance due from him to the society at the commencement of his bankruptcy, even though he has not in possession the moneys in specie, and they cannot be traced. *In re MILLER. Ex parte OFFICIAL RECEIVER* C. A. affirm. Div. Ct. [[1893] 1 Q. B. 327

3. — *Dispute—Arbitration—Misconduct of arbitrators—Jurisdiction of justices.* In an arbitration between a member of a friendly society and the society, the arbitrators excluded the claimant from the room during the examination of two witnesses, and gave him no opportunity of cross-examining them. By one of the rules of the society, "where no decision is made on a dispute within forty days of application for reference to arbitration, the member may apply to a court of summary jurisdiction":—*Held*, that, as the arbitrators had given a decision which was valid until set aside, the jurisdiction of justices to hear the complaint did not arise. *BACH v. BILLINGHAM* C. A. (revers. Div. Ct.) [1894] 1 Q. B. 107

4. — *Dissolution—Right of appeal—Friendly Societies Act, 1875, s. 25, sub-s. 8 (e).* A member has no right of appeal under s. 25, sub-s. 8 (e), of the Act of 1875, against an award of the chief registrar dissolving the society, merely on the ground that he is dissatisfied with the provision made for settling his claims. *WILMOT v. GRACE* [Div. Ct. [1892] 1 Q. B. 812

[*See now r. 58 and form AY of the Friendly Society Regulations, 1890, which differ from those referred to in the above case.*]

5. — *Industrial assurance company—Offences—Assurance on life.* A society registered under the Companies Acts, but not under the *Friendly Societies Act, 1875*, held, to be a society within s. 28 (2) of the Act of 1875. *NEWBOLD FRIENDLY SOCIETY v. BARLOW* Div. Ct. [1893] 2 Q. B. 123

6. — *Jurisdiction—Dispute between member and society.* Sect. 22 of the Act of 1875 and the rules of a society held to apply only to disputes arising between members and the society, and not to include a dispute as to whether a person who has been expelled from a society is entitled to be reinstated. *WILLIS v. WILLIS* [Div. Ct. [1892] 2 Q. B. 225

[*But see now the Friendly Societies Act, 1893* (56 & 57 Vict. c. 7), s. 27.]

7. — *Life Insurance.* The provisions of s. 2 (1) of the Act of 1850, enabling a member of a friendly society to insure his life for the

FRIENDLY SOCIETY—*continued.*

benefit of his widow, &c., are not affected by s. 2 of 14 Geo. 3, c. 48, which require the name of the person for whose benefit a policy is effected to be inserted therein. *ATKINSON v. ATKINSON*

[*Chitty J.* [1895] *W. N.* 114 (3)]

8. — *Misappropriation by officer.* Where a friendly society avail themselves of their statutory remedy against a defaulting officer, under s. 16, sub-s. 9, of the Act of 1875, and the officer is convicted and punished under the proceedings so taken, and ordered to repay the moneys received by him for the society, the society's remedy by action is barred. *VERNON v. WATSON*

[*Div. Ct.* [1891] 1 *Q. B.* 400; *affirm.* by [*C. A.* [1891] 2 *Q. B.* 238]

FRIVOLOUS AND VEXATIOUS ACTION.

See PRACTICE—FRIVOLOUS AND VEXATIOUS ACTION.

"FROM."

— Duration of policy—From Nov. 24, 1887—Day excluded.

See INSURANCE—ACCIDENT. 2.

FRONTAGER.

See LONDON COUNTY—STREETS AND HIGHWAYS, 1—4, 8—10; STREETS, &c.

— *New Streets.* 6—9.

— Expenses of sewers.

See SEWERAGE, &c. 5.

FROST.

— Gas supply interrupted by.

See GAS. 2.

FROZEN MEAT.

See SHIP—BILL OF LADING—Exceptions. 5.

FRUIT.

— Unsound.

See LONDON COUNTY—NUISANCES AND SANITATION. 8.

FUGITIVE OFFENDERS.

See FOREIGN JURISDICTION.

"FULL ANNUAL RENT OR VALUE."

See ECCLESIASTICAL LAW—Church Rate. 2.

FUNDS IN COURT.

See "Table of Rules and Orders Issued," p. cxxlix.

— Revivor.

See PRACTICE—REVIVOR. 3, 5.

FURNISHED HOUSE.

— Implied condition of fitness for occupation.

See LANDLORD AND TENANT—LEASE. 34.

FURNITURE.

The words "furniture and articles of household use or ornament" in a will held not to pass an altar-stone and relics placed in a private chapel. *PETRE v. FERRERS*

[*Romer J.* [1891] *W. N.* 171]

FURNITURE WAREHOUSERS.

Delivery order. A "delivery order" on furniture warehousemen, even if given for the purpose of giving effect to a contract of pledge, does not require registration as a bill of sale. *GRIGG v. NATIONAL GUARDIAN ASSURANCE CO.*

[*Per Kekewich J.* [1891] 3 *Ch.* 206]

FURTHER ADVANCES.

— Additional stamp.

See STAMPS. 9.

FURTHER CONSIDERATION.

See PRACTICE—NOTICE—Further Consideration.

PRACTICE—ORIGINATING SUMMONS. 9.

FUTURE EARNINGS.

— Judgment debtor.

See PRACTICE—RECEIVER—Equitable Execution. 8.

G.

GALE.

— in Forest of Dean.

See TRUST. 3.

GAMBIA.

— Death Duties.

See DEATH DUTIES—Estate Duty.

— British jurisdiction in territories adjoining.

See FOREIGN JURISDICTION.

GAME.

1. — *Excise licence—Foreign game.*] An excise licence to deal in game under the Game Licences Act, 1860 (23 & 24 Vict. c. 90), s. 14, is not required to enable a person to deal in England in game which has been killed abroad. *PUDNEY v. ECCLES* - Div. Ct. [1893] 1 Q. B. 52

[*But see now the Customs and Inland Revenue Act, 1893* (56 & 57 Vict. c. 7), s. 2.]

2. — *Ground game—Occupier of land—Alienation of right to kill.*] The plff., who was occupier of a farm with the sole right of taking game and rabbits on it, in 1889 agreed in writing to let to the deft. for an annual sum the sole right of killing all winged game, hares and rabbits "on the farm":—*Held*, that this agreement was not made void by s. 3 of the Ground Game Act, 1880. *MORGAN v. JACKSON*

[Div. Ct. [1895] 1 Q. B. 885

— *Interference with shooting rights—Trespass on highway.*

See HIGHWAY—Right of Way. 3.

GAMING (AND BETTING).

Offences under Betting, &c., Acts, col. 339.

Unlawful Games, col. 340.

Validity of Betting Transactions, col. 341.

Offences under the Betting, &c., Acts.

1. — *Club—Place used for betting.*] Sect. 1 of the Betting Act, 1853, does not apply to the case of members of a *bona fide* club betting with each other in the club. *DOWNES v. JOHNSON*

[Div. Ct. [1895] 2 Q. B. 203

2. — *Conviction for keeping room for betting.*] Sect. 1 of the Betting Act, 1853, deals with two distinct offences, viz.:—Opening, keeping and using places for the purpose of—(1) betting with persons resorting thereto, and (2) receiving money as deposit on bets.

(A) Though the second offence is not proved, a conviction for the first offence is good. *BOND v. PLUMB* - - Div. Ct. [1894] 1 Q. B. 169

(B) It is not necessary for a conviction for keeping a house for the purpose of betting with persons resorting thereto to prove any actual resorting, and it is enough to shew that the house was opened and advertised as a betting-house. But if evidence of resorting is relied on, it must be of physical "resorting" as that term is used in its ordinary sense. *REG. v. BROWN*

[C. C. B. [1895] 1 Q. B. 119

3. — *Lottery—Newspaper.*] The defts. pub-

GAMING (AND BETTING)—Offences under the Betting, &c., Acts—continued.

lished a newspaper containing coupons to be filled up by purchasers of the paper with the names of the horses selected by the purchasers as likely to come in first, second, third, and fourth in a race. For every coupon filled up after the first the purchaser paid a penny, and the defts. promised a prize of £100 for naming the first four horses correctly:—*Held*, that the transaction was not a lottery, nor betting, and the defts. were not liable to be convicted either for selling chances in a lottery or for keeping their office as a betting-house. *STODDART v. SAGAR. SAGAR v. STODDART* - - Div. Ct. [1895] 2 Q. B. 474

4. — *Using public-house bar for betting with persons resorting thereto.*] On each of three days the deft. was in the bar of a beerhouse, and persons came in, took slips of paper which were hanging on the wall, wrote on them the names of the horses they wished to back, and handed the slips with the money inclosed to deft. On one day he received two slips containing money in the bar, but as a rule he went outside and received the slips and money on the doorstep of the house:—*Held*, that there was evidence to go to the jury that deft. had used the bar for the purpose of betting with persons resorting thereto on each of the days. *REG. v. WORTON*

[C. C. B. [1895] 1 Q. B. 227

5. — *Using public-house taproom for betting.*] The respondent was the occupier of a beerhouse, and it was shewn that he knowingly permitted a bookmaker to come into the taproom and use the room for the purpose of betting with persons who frequented the beerhouse:—*Held*, that, although the bookmaker did not occupy any fixed part of the room, the respondent was guilty of an offence under ss. 1, 3 of the Betting Act, 1853. *HORNSBY v. RAGGETT* - - Div. Ct. [1892] 1 Q. B. 20

6. — *Wagering in street.*] In order to convict on an information charging a person that he did unlawfully bet, by way of wagering, in a certain street, with certain articles used as a means of such wagering, to wit, written papers and coins, contrary to the Vagrant Act Amendment Act, 1873 (36 & 37 Vict. c. 38), s. 3, it is necessary to allege and prove that he was guilty of wagering or gaming at some game or pretended game of chance. *RIDGEWAY v. FARNDALE*

[Div. Ct. [1892] 2 Q. B. 309

Unlawful Games.

"Baccarat"—"Chemin de fer." In a covenant in a lease not to play "baccarat," "chemin de fer baccarat" is included. "Chemin de fer baccarat" is an unlawful game in the same sense as is "baccarat banque." *FAIRLOUGH v. WHITMORE* - - Stirling J. [1895] W. N. 52

— *Lottery.*

See OFFENCES, &c., No. 3, above.

GAMING (AND BETTING)—continued.**Validity of Betting (and Gaming) Transactions.**

By the Betting and Loans (Infants) Act, 1892 (55 & 56 Vict. c. 4), inciting infants to bet was rendered penal.

By the Gaming Act, 1892 (55 & 56 Vict. c. 9), the Gaming Act, 1845 (8 & 9 Vict. c. 109), was amended as to the repayment of gambling debts.

See STATUTES (INTERPRETATION OF)—Retrospectivity. 3.

1. — *Agreement to share profits in betting transaction—Right to account.* Where A. and B. entered into a partnership to share profits of betting on races, and A. advanced money for the purpose of the partnership:—*Held*, that as B. had received money on account of A. and the betting part of the transaction was purely collateral, A. was entitled to have an account. *HARVEY v. HART* - - *Stirling J. [1894] W. N. 72*
— *Judgment in respect of wagering transaction.*

See BANKRUPTCY—SCHEME OF ARRANGEMENT. 5.

2. — *Money paid "in respect of" bets—Recovery.* The Gaming Act, 1892, is not retrospective:—*Held*, therefore, that a person who has paid betting losses for another, before the Act was passed, may still bring an action to recover the money so paid. *KNIGHT v. LEE*
[*Div. Ct. [1893] 1 Q. B. 41*]

3. — *Money paid "in respect of" bets—Recovery.* The deft. asked the pltf. to pay money to four men, which he did. The money was due to them from the deft. on betting transactions, but there was no evidence that the pltf. knew that the payments were for bets:—*Held*, that the money was paid in respect of a gaming contract within s. 1 of the Gaming Act, 1892, and that the pltf. could not recover. *TATAM v. REEVE*
[*Div. Ct. [1893] 1 Q. B. 44*]

4. — *Natal, Law of.* The law of Natal does not render it illegal for any person or association to buy and sell shares as a speculation. *LAUGHTON v. GRIFFIN* - - *J. C. [1895] A. C. 104*

5. — *Quebec, Law of.* Art. 1927 of the Civil Code of Lower Canada (Quebec) does not differ substantially from s. 18 of the Gaming Act, 1845, and renders null and void all contracts by way of gaming and wagering. *FORGET v. OSTIGNY*
[*J. C. [1895] A. C. 318*]

6. — *Speculative purchases of stock—Stockbroker.* Where a stockbroker is employed to make and makes actual contracts for the purchase and sale of stocks, in each case completed by delivery and payment, on behalf of a principal whose object is not investment but speculation, the broker's contracts are not gaming contracts within the Gaming Act, 1845. *FORGET v. OSTIGNY*
[*J. C. [1895] A. C. 318*]

7. — *Stakeholder—Action to recover stake.* Money deposited with a stakeholder to abide the result of a foot-race between the depositor and a third person is not money paid under or in respect of a wagering contract within the Gaming Act, 1892, and therefore, if demanded by the depositor from the stakeholder before payment over to the third person, can be recovered by action. *O'SULLIVAN v. THOMAS* *Div. Ct. [1895] 1 Q. B. 698*

GAMING (AND BETTING)—Validity of Betting (and Gaming) Transactions—continued.

8. — *Stock Exchange—Payment of differences—Securities—Cover.* (A) In an action to recover back securities deposited as cover for differences which might arise on gambling transactions in stocks and shares:—

Held, that the Gaming Act, 1845, applies only to money or valuable things deposited as the stake to abide the event of a wager, and does not apply to money or valuable things deposited as security for the observance by the loser of the terms of the wagering contract:—

Held, also, that the authority to retain the securities might be revoked and the securities recovered back at any time before the holders had appropriated them to their own use. *STRACHAN v. UNIVERSAL STOCK EXCHANGE (No. 1)*

[*C. A. [1895] 2 Q. B. 329*]

(B) *Money deposited as Cover.* In an action to recover back money deposited as cover for differences which might arise on gambling transactions in stocks and shares, it appeared that the money was treated by the defendants, to the knowledge of the plaintiff, as appropriated to meet his losses to the defendants, and that the whole amount had been so appropriated before the plaintiff gave notice to terminate the gambling transaction:—*Held*, that the plaintiff could not recover.—The Gaming Act, 1845, applies equally to money or valuable things deposited with the other party to the bet as to those deposited with a stakeholder. *STRACHAN v. UNIVERSAL STOCK EXCHANGE (No. 2)* - *C. A. [1895] 2 Q. B. 697*

9. — *Wager—Advertisement—Fulfilment of Conditions.* The proprietors of a medical preparation advertised that they would pay £100 to any person who caught influenza after using the preparation in and for a certain manner and period. A person who complied with these conditions caught the influenza:—*Held*, that the above facts established a contract which was neither a contract by way of wagering within the Gaming Act, 1845, nor a policy within 14 Geo. 3. c. 48, s. 2, and that the £100 was recoverable. *CARLILL v. CARBOLIC SMOKE BALL CO.* - *Hawkins J.*
[*[1892] 2 Q. B. 484; affirm. by C. A.*
[*[1893] 1 Q. B. 256*]

GARDEN.

1. — *Covenant to keep a garden "open and unbuilt upon."* *Semble*, the erection of a public urinal may not be a breach of a covenant to keep a garden open and unbuilt upon, and may not be a nuisance. *GRAHAM v. CORPORATION OF NEWCASTLE-ON-TYNE (No. 1)* - - *Kekewich J.*
[*[1892] W. N. 134*]

2. — *Disused churchyard—Public garden.* Faculty granted to allow use of closed churchyard as a public garden, subject to certain rules as to vaults still kept in repair. *VICAR, &c., OF ST. BOTOLPH WITHOUT ALDgate v. PARISHIONERS OF SAME (No. 2)* - *Consist. Ct. of London*
[*[1892] P. 173*]

GARNISHEE.

See COMPANY—DEBENTURE. 20; PRACTICE—GARNISHEE.

GAS.

— *Income tax on profits of corporation.*
See INCOME TAX. 10.

GAS—continued.**Gasworks Clauses Acts.**

1. — *"Occupier" — Supply — Payment of arrears—Gasworks Clauses Act, 1871 (34 & 35 Vict. c. 41), ss. 11, 39.* A gas company cut off the gas from premises, then occupied by the official receiver, until all the arrears owing by the debtor were paid. The receiver paid under protest:—*Held*, that the trustee in bankruptcy could not recover the money so paid, for the receiver was not in the position of an incoming tenant to whom gas must be supplied without payment of arrears, but the occupation of the debtor continued notwithstanding the receiving order. *In re SMITH. Ex parte MASON*

[*V. Williams J. [1893] 1 Q. B. 323*

2. — *Statutory obligation—Supply interrupted by exceptional frost.* A gas co. was by its special Acts required to supply a statutory minimum of gas to the public lamps in Richmond for a fixed annual sum per lamp. The gas co. failed to supply the statutory quantity of gas during a severe frost, and the corporation declined, in consequence, to pay the full amount of the statutory annual charge for each lamp:—*Held*, that the failure of the co., through *vis major*, to fulfil their statutory obligation did not excuse the corporation from fulfilling theirs, and that they must pay the full annual charge per lamp, although they did not receive the full amount of gas. *In re RICHMOND GAS COMPANY AND RICHMOND (SURREY) CORPORATION Div. Ct. [1893] 1 Q. B. 56*

GAS-FLOAT.

See SHIP—WRECK AND SALVAGE. 8.

GAS MAINS.

— Rating of.

See RATES—Rateable Occupation. 6.

GATES.

— in Chancel Screen.

See ECCLESIASTICAL LAW—Faculty. 4, 14.

GAVELKIND.

Title deduced from infant heir. Circumstances under which a purchaser of gavelkind land was held entitled to refuse to accept the title, infant heirs in gavelkind being proved to have executed feoffments to the vendor upon an insufficient consideration. *In re MASKELL AND GOLDFINCH'S CONTRACT - - Stirling J. [1895] 2 Ch. 525*

GENERAL AVERAGE.

See INSURANCE, MARINE. 16, 17; SHIP—GENERAL AVERAGE.

GENERAL MEETING.

See COMPANY—GENERAL MEETING.

GENERAL ORDERS AND RULES.

For list of Rules and Orders of Court judicially considered during 1891–5, see Table of Rules judicially considered, at p. ccxxxv.

For list of Rules and Orders of Court issued during 1890–5, see "Table of Rules and Orders Issued," at p. cxlix.

GENERAL WORDS.

See DEED—Construction. 1.

GEOGRAPHICAL NAME.

See TRADE-MARK—REGISTRATION. 25.

GERMAN PROTECTORATES IN AFRICA, NEW GUINEA, AND PACIFIC.

— Extradition from.

See EXTRADITION.

GIBRALTAR.

Application of Colonial Probates Act, 1892, to.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Death Duties.

See DEATH DUTIES—Estate Duty.

GIFT.

to Charity.

See CHARITY—GIFT TO CHARITY.

Satisfaction of Debt by Gift.

See DEBT.

Verbal Gift.

Sufficiency. A husband assigned his furniture for valuable consideration to his wife's father. The father subsequently gave it verbally to the wife. The furniture had not been moved from the husband's house:—*Held*, that manual delivery was not necessary to complete the verbal gift to the wife, but that possession was given and taken, and that the gift was complete and good against the husband's creditors. *KILPIN v. RATLEY. RATLEY, CLAIMANT Div. Ct. [1892] 1 Q. B. 552*

by Will.

See WILL, passim.

GIRL.

— Carnal knowledge of.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 3–5.

GLASSHOUSE.

"Improvements." Glasshouses erected on a farm for the growth of hothouse produce for the market held to be "improvements" within the Agricultural Holdings Act, 1883. *MEUX v. COBLEY - - Kekewich J. [1892] 2 Ch. 253*

GLEBE.

See ECCLESIASTICAL LAW—Glebe.

GOLD COAST.

— *Application of Colonial Probates Acts, 1892, to.*

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

— *Death duties.*

See DEATH DUTIES—Estate Duty.

Law of the Gold Coast.

Bankruptcy. The Supreme Court of the Gold Coast had no bankruptcy jurisdiction in 1877, and therefore could not act as an auxiliary to the English Court under s. 74 of the Bankruptcy Act, 1869. *COLLENDER, SYKES & Co. v. COLONIAL SECRETARY OF LAGOS AND DAVIES. WILLIAMS v. DAVIES - - J. C. [1891] A. C. 460*

GOLD COIN.

See COIN.

GOLD MINES.

See MINES AND MINERALS—Gold Mines.

GOOD FAITH.

See VENDOR AND PURCHASER—Rescission.

GOODS.

By the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71), the law relating to the sale of goods was codified.

GOODS—continued.

1. — *Acceptance—Sale of Goods Act, 1893—Act which recognises a pre-existing contract of sale.* Where goods sold under an oral contract were delivered to the buyer, who took a sample from them, and, after examining it, said that the goods were not equal to his sample, and that he would not have them:—*Held*, that there was evidence of an act done by him in relation to the goods which recognised a pre-existing contract of sale, and therefore evidence of an acceptance within the meaning of s. 4 of the Sale of Goods Act, 1893. *ABBOTT & Co. v. WOLSEY*

[C. A. [1895] 2 Q. B. 97

2. — *Acceptance—Statute of Frauds.* Goods were sold under an oral contract, and were delivered to a carrier nominated by the deft. The seller sent the deft. an invoice, and the carrier sent him an advice note. On the arrival of the goods the deft. inspected them and rejected them, writing on the advice note, "Rejected; not according to representation," and wrote to the seller that he rejected the goods:—*Held*, that there had been no such dealing with the goods by the deft. as to constitute an acceptance within s. 17 of the Statute of Frauds. *TAYLOR v. SMITH*

[C. A. [1893] 2 Q. B. 65

[*Sect. 17 of the Statute of Frauds was repealed and superseded by s. 4 of the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71).*]

— *Carriage of by sea.*

See CARRIER; SHIP—BILL OF LADING.

— *Hire of.*

See FACTOR—Hire and Purchase Agreement.

— *Hired, Sale of. !*

See FACTOR—Hire and Purchase Agreement.

— *Larceny of.*

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 6—8.

3. — *Market overt—Custom of City of London.* Jewels were sold to a jeweller in the City of London in a private showroom over his shop:—*Held*, that the sale was not a sale in market overt. *Seem*, that the custom of market overt in the City of London does not apply where the shopkeeper is the purchaser, not the seller, of the goods. *HARGREAVE v. SPINK*

[*Wills J. [1892] 1 Q. B. 25*

4. — *Sale by sample—Inspection at place of delivery.* A dealer bought grain which he inspected at the place named for delivery and sent on to a sub-purchaser, who rejected it as not being up to sample:—*Held*, that the dealer had accepted the grain and could not afterwards reject it. *PERKINS v. BELL*

[C. A. [1893] 1 Q. B. 193

5. — *Pledge to person in possession.* A merchant sold wine stored in the cellars of a warehouseman, and afterwards pledged the wine to the warehouseman for advances made in good faith without notice of the sale:—*Held*, that the pledge conferred no title to the wine. *NICHOLSON v. HARPER* - - North J. [1895] 2 Ch. 415

GOODWILL.

See PARTNERSHIP—Accounts. 3; Contract. 1.

GOOLE, PORT OF.

See SHIP—PILOTAGE—Bye-laws.

GOVERNOR.

— of Colony—Power to pardon—Contempt of Court.

See COLONY—Colonial Law. 3.

— of Colony—Power to appoint judges.

See COLONY—Colonial Law. 4.

GRAIN.

— Metage of grain.

See LONDON, CITY—Finance.

GRANT.

— of access of Air.

See AIR.

— Construction of deed of grant.

See CANADA—LAW OF CANADA—Provincial Law—Manitoba. 2.

GRANT OF PROBATE.

See PROBATE—GRANT OF PROBATE.

GRAVEL PITS.

See WILL—PERPETUITY. 5.

GREAT GRIMSBY, PORT OF.

See SHIP—PILOTAGE—Bye-laws.

GREECE.

— Designs.

See DESIGN—Colonial and International Arrangements.

— Trade-mark.

See TRADE-MARK—Colonial and International Arrangements.

GROCER.

— Assistant to, whether a "workman."

See MASTER AND SERVANT—Contract. 2.

GROUND GAME.

See GAME. 2.

GUARANTEE.

See FRAUDS, STATUTE OF. 3, 4. PRINCIPAL AND SURETY.

— effect of, in Bankruptcy.

See BANKRUPTCY—PROOF. 4.

— Company limited by guarantee.

See COMPANY—COMPANY LIMITED BY GUARANTEE.

— Release.

See BILL OF EXCHANGE. 9.

— Suretyship or Insurance.

See INSURANCE—SECURITIES.

GUARANTY.

See SCOTTISH LAW—Guaranty.

GUARD (RAILWAY).

— whether a "workman."

See MASTER AND SERVANT—Truck. 3.

GUARD-BOX.

See WATER—Supply under Waterworks Clauses Act. 12.

GUARDIAN.

— of Infant.

See INFANT—Custody.— *ad Litem*—Probate action.*See* PROBATE—GRANT OF PROBATE. 13.**GUARDIANS, BOARD OF.***See* POOR—Guardians.

— Grant of administration to nominee of.

See PROBATE—GRANT OF ADMINISTRATION—Ab Intestate. 6.**GUATEMALA.**

— Designs.

See DESIGN—Colonial and International Arrangements.

— Patent.

See PATENT—International and Colonial Arrangements.

— Trade-mark.

See TRADE-MARK—Colonial and International Arrangements.**GUILTY KNOWLEDGE.***See* NUISANCE—What amounts to. 14.

H.

HABEAS CORPUS.*See* INFANT—Custody.— *Appeal*—Custody of Infant.*See* PRACTICE—APPEAL—Appeals to Court of Appeal. 18.— *Costs*.*See* PRACTICE—COSTS—Discretion of Court. 5.— *Extradition*.*See* EXTRADITION.

Impossibility of obeying writ.] The Q. B. Div. made and the C. A. affirmed an order absolute for the issue of a writ of *habeas corpus* on the application of the mother of a boy against B., who before the commencement of the proceedings had without authority handed the boy over to a person to be taken to Canada:—*Held*, by the H. L. (E.), that the writ was properly issued, on the ground that the applicant was entitled to have the facts fully investigated on the return.—*Semble*, that the writ ought not to be issued in cases where a person has at some time prior to its issue unlawfully detained or wrongfully parted with the custody of another.—*Semble*, also, that it is a good return to state that the detention had ceased before the issue of the writ. *BARNARDO v. FORD*. GOSSAGE'S CASE. — H. L. (E.) [1892] A. C. 326; [affirm. with variations C. A. 24 Q. B. D. 293]

HACKNEY CARRIAGE.*See* METROPOLITAN POLICE DISTRICT—Hackney Carriages.**HANDWRITING.***See* CRIMINAL LAW—EVIDENCE. 4.**HARBOUR.**

1. — *Discharge of solid matter in suspension—Obstruction to navigation.*] An alkali co. discharged a large quantity of water containing solid matter in suspension into a tidal brook which flowed into a navigable river. The solid matter was carried down and deposited in the river, but it was not alleged to tend to the obstruction of the navigation of the river:—*Held*, that the co. were rightly convicted of casting, &c., rubbish, &c., “in any place or situation on shore where the same shall be liable to be washed into the sea, &c.” and that the words “so as to tend to the injury or obstruction of the navigation thereof” did not apply to this provision, but only to the earlier part of s. 11 of the Harbours Act, 1814 (54 Geo. 3, c. 159). *UNITED ALKALI CO. v. SIMPSON* — Div. Ct. [1894] 3 Q. B. 116

2. — *Wreck—Removal—Owner.*] In s. 56 of the Harbours, Docks and Piers Clauses Act, 1847 (10 & 11 Vict. c. 27), “owner” does not mean a person who was owner of the ship at the time it became an obstruction, but who abandoned her before the expenses of removal were incurred.

The *C.* came into collision and sank near the approach to a harbour, where she became an obstruction to the navigation. Her owners gave

HARBOUR—continued.

the underwriters notice of abandonment as a total loss, and also gave the harbour authority notice of abandonment. The harbour authority took possession of the wreck, raised part of the cargo, sold it, and dispersed the wreck by explosives:—*Held*, that the owners were not personally liable for the repayment, having by their abandonment ceased to be owners within the s. *Per* Lord Macnaghten also, because the expenses could not be recovered from the owner where the vessel is destroyed:—*Held*, also (Lord Ashbourne dissenting), that the s. makes the owner of the wreck personally liable for the expenses of removal. *ARROW SHIPPING CO. v. TYNE IMPROVEMENT COMMISSIONERS*. *THE “CRYSTAL”*

[H. L. (E.) *revers.* C. A. [1894] A. C. 508.*And see* SHIP—COLLISION. 18.**HARBOUR DUES.***See* RATE—Rateable Occupation. 12.**HARBOUR MASTER.***See* SHIP—HARBOUR MASTER.**HARES.***See* GAME. 2.**HAVERING-ATTE-BOWER.**

O. in C. dated May 9, 1892, uniting the liberty of Havering-atte-Bower with the County of Essex. St. R. & O. 1892, p. 106; Lond. Gaz. May 13, 1892, p. 2793.

HEDGE.*See* BOUNDARY.**HEIGHT.**

— of buildings.

See LONDON COUNTY—BUILDINGS. 14, 15.**HEIR.**

— Gift to for life.

See WILL—WORDS. 11.**HEIRLOOMS.***See* WILL—ABSOLUTE GIFT. 4.— *Ex post facto* sanction of sale of.*See* SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 25.**“HELD OUT OR RECOMMENDED TO THE PUBLIC.”***See* STAMPS. 8.**HERITABLE SECURITY.***See* SCOTTISH LAW—Heritable Securities.**HEYWOOD.***See* SALFORD HUNDRED COURT.**“HIGH SEAS.”***See* SHIP—ADMIRALTY PRACTICE—Necessaries. 1.**HIGHER SCALE.**— *Costs*.*See* PRACTICE—COSTS—Higher and Lower Scale.

HIGHWAY.*Diversion*, col. 351.*Obstruction*, col. 351.*Property in*, col. 352.*Repairs*, col. 353.*Right of Way*, col. 353.

By the Highways and Bridges Act, 1891 (54 & 55 Vict. c. 68), further powers with respect to main roads and other highways and bridges were conferred on County Councils and other Authorities.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), provision was made for the transfer of highways to the control of District Councils.

Diversion.

Fixing notices—"End of highway." Sect. 85 of the Highway Act, 1835, requires certain notices to be fixed at the end of the highway before the highway can be diverted:—*Held*, that "end of the highway" meant the end of the portion proposed to be diverted. *REG. v. JUSTICES OF SURREY* (No. 1) — Div. Ct. [1893] 1 Q. B. 633; [affirm. by C. A. [1895] 1 Q. B. 867]

Obstruction.

By the Barbed Wire Act, 1893 (56 & 57 Vict. c. 32), provision was made for preventing the use of barbed wire for fences in thoroughfares.

1. — *Driver leaving horse unattended while "passing upon" highway.* Sect. 78 of the Highway Act, 1835, which makes it an offence for the driver of any carriage to be at such distance from it "whilst it shall be passing upon the highway that he cannot have the direction and government of the horses or cattle drawing the same," applies where the driver leaves the carriage standing by the roadside. *PHYTHIAN v. BAXENDALE* — Div. Ct. [1895] 1 Q. B. 768

2. — *Liability of surveyor.* A heap of stones was left on a highway by a person employed by the surveyor to repair the road. The surveyor did not know of the obstruction:—*Held*, that he was not liable for an offence under s. 56 of the Highway Act, 1835. *HARDOCASTLE v. BIELBY* [Div. Ct. [1893] 1 Q. B. 709]

3. — *Subsidence caused by mining operations—Absence of appreciable damage.* A rly. co. constructed a rly. crossing a highway on the level. Subsequently a colliery co. worked mines beneath the highway, so that a gradual subsidence of ten feet took place. No actual damage was done to the highway, but the rly. co. by keeping their line on its old level formed an embankment obstructing the highway:—*Held*, by Div. Ct., that the colliery co. was not liable in damages for the obstruction to the highway:—*Held*, also, *per Collins J.*, that, assuming that the highway was vested in a sanitary authority, the subsidence having been substantial, the authority, notwithstanding that they had suffered no appreciable damage, were entitled to judgment with nominal damages for the injury to their proprietary right. *ATTY.-GEN. v. CONDUIT COLLIERY CO.*

[Div. Ct. [1895] 1 Q. B. 301]

3. — *Trees—Right to prune or lop.* "Lop," as used in s. 65 of the Highway Act, 1835, means to cut off the branches laterally, and the section

HIGHWAY—Obstruction—continued.

does not authorize justices or the surveyor to cut off the tops of any trees. *UNWIN v. HANSON*

[C. A. [1891] 2 Q. B. 116]

See also **CRIMINAL LAW—PROCEDURE**, 4, 6.

Property in Highway.

1. — *Conveyance of adjoining land—Medium filum viz.* Where a piece of land adjoining a highway is conveyed, the soil of the highway *ad medium filum* is presumed to pass by the conveyance. But the presumption may be rebutted. Mere reference to a plan the measurement and colouring of which excludes the highway does not rebut this presumption; but where (1) the highway and the other land on the ordnance map referred to in the deed are numbered separately, (2) the valuation of timber does not include the trees on the highway, (3) the measurement and colouring of the plan excludes the highway:—*Held*, that these circumstances taken together rebutted the presumption. *PRYOR v. PETRE* [C. A. affirm. *Romer J.* [1894] 2 Ch. 11]

— *Evidence of boundaries.*

See **CRIMINAL LAW—EVIDENCE**. 5.

— *Tunnel under.*

See **EASEMENT**. 5.

2. — *Vestry—Presumptions of lawful origin.* The vestry of a parish had let the grazing on a highway made under an inclosure award ever since the award, viz., for 115 years:—*Held*, (1) that a lawful origin must be presumed from the long usage; (2) that the lawful origin to be presumed in this case was, that the soil of the highway had been granted to churchwardens and overseers, as trustees, under the Charitable Uses Act (9 Geo. 3, c. 36), of lands belonging to the parish; (3) with regard to enrolment of the grant, that in the absence of proof of non-enrolment an enrolment if necessary might be presumed, or it might be presumed that no enrolment was necessary in this particular case; and (4) that the parish had consequently gained a title under the statute to the soil of the highway, subject to the public right of way. *HAIGH v. WEST* [C. A. affirm. *Charles J.* [1893] 2 Q. B. 19]

Rate.

See below, **Repairs**. 12.

Repairs.

1. — *Action against highway authority—Time.* Action against an urban authority for negligence when acting in its capacity of highway authority:—*Held*, that such an action must be brought within the three months prescribed by s. 109 of the Highway Act, 1835, and that it was not sufficient if the action were brought within the six months prescribed by s. 264 of the Public Health Act, 1875. *GRAHAM v. NEWCASTLE-UPON-TYNE CORPORATION* (No. 2) C. A. [1893] 1 Q. B. 643 [Sect. 109 of the Highway Act, 1835, and s. 264 of the Public Health Act, 1875, were repealed and further provision made by the Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61).]

2. — *Exemption from highway rate—Liability to repair ratione tenuræ—Alteration of highway—Estoppel—Res judicata.* The appellants had

HIGHWAY—Repairs—continued.

from time immemorial repaired a certain highway *ratione tenuræ*, and were consequently exempt from contributing to the repair of other highways in the district. In 1782 the highway was placed under trustees who materially altered it. In 1862 the trust expired, but the appellants, believing that their liability still existed, continued to repair the highway. In 1866 the Court of Q. B. decided that they were not liable to be rated for the repair of the highways in the district, but the fact of the alteration of the highway by the trustees was not brought before the Court. In 1892 the highway was declared a main road, and the appellants ceased to repair it:—*Held*, that the duty to repair *ratione tenuræ* and with it the exemption from being rated had come to an end by the alteration of the highway by the trustees:—*Held*, also, that the previous decision did not make the case *res judicata*, as the fact of the alteration had not been brought to the attention of the Court. **HEATH v. WEAVER-HAM OVERSEERS** - Div. Ct. [1894] 2 Q. B. 108

3. — *Extraordinary traffic—Extraordinary expenses—Certificate of surveyor.* A certificate of the surveyor to a highway board as to extraordinary expenses incurred upon highways in their district is not bad by reason of the fact that it includes more than one highway, and does not particularize or describe the highways included. A separate certificate need not be given in respect of each highway. **WIRRAL HIGHWAY BOARD v. NEWELL** - Div. Ct. [1895] 1 Q. B. 827

4. — *Extraordinary traffic—Extraordinary expenses.* "Extraordinary traffic," as distinct from "excessive weight," includes all such continuous or repeated user of the road by a person's vehicles as is out of the common order of traffic, and as may be calculated to damage the highway and increase the expenditure on its repair. **HILL v. THOMAS** - C. A. [1893] 2 Q. B. 333

5. — *Extraordinary traffic—Extraordinary expenses.* (A) Carrying stone from a quarry held to be extraordinary traffic, so as to make the appellant liable for extraordinary expenses for repairs. In this case stone traffic was found to be a recognised business in the neighbourhood, but not the ordinary or recognised traffic of the road in question. **WHITEBREAD v. SEVENOAKS HIGHWAY BOARD** - Div. Ct. [1892] 1 Q. B. 8

(b) Contractors carrying for purposes of a battery 9000 loads of shingle and cement held liable for extraordinary traffic. **HILL v. THOMAS** [1893] 2 Q. B. 333

(c) In determining whether traffic is "extraordinary" regard must be had, not to all the roads in the neighbourhood, but to the particular road in question. Therefore colliery owners, who since 1890 had carted large quantities of coal to a railway station *via* a particular road, were held liable for extraordinary traffic, though other coal owners ordinarily used other roads in a similar manner. **ETHERLEY GRANGE COAL CO. v. AUCKLAND DISTRICT HIGHWAY BOARD** [C. A. [1894] 1 Q. B. 37

6. — *Extraordinary traffic—Liability of executors.* Proceedings under s. 23 of the Highways and Locomotives Amendment Act, 1878

HIGHWAY—Repairs—continued.

(41 & 42 Vict. c. 77), are in the nature of an action for a personal tort, and therefore cannot be taken against an executor. **STORY v. SHEARD** [Div. Ct. [1892] 2 Q. B. 515

7. — *Extraordinary traffic—Person by whose order traffic is conducted.* Contractors contracted to deliver ballast, and arranged with owners of traction engines to convey the ballast from their wharf to the place of delivery. They exercised no control over the user of the engines, the weights carried, or the route. The carriage of the ballast caused extraordinary traffic whereby the road was damaged:—*Held*, that the contractors were the persons liable as the persons by whose order such traffic, the aggregate amount of which had caused the damage, had been conducted. **KENT COUNTY COUNCIL v. VIDLER**

[C. A. affirm. Div. Ct. [1895] 1 Q. B. 448

8. — *Liability of urban authority for non-repair.* A local authority is not liable to an action for damages for injuries caused by non-repair of a highway or of a bridge thereon.

(A) **MUNICIPALITY OF PICTOU v. GELBERT**

[J. C. [1893] A. C. 594

(B) **MUNICIPAL COUNCIL OF SYDNEY v. BOURKE**

[J. C. [1895] A. C. 433

(C) **COWLEY v. NEWMARKET LOCAL BOARD**

[H. L. (E.) affirm. C. A. and Deaman J. [1892] A. C. 345

In this case the local authority were held not to be liable for injuries caused to the plaintiff, owing to a drop in the level of the footway made by an adjoining landowner without the sanction of the authority. The question of breach of statutory duty considered.

(D) Where a local authority properly inserted (A) a man-hole, (B) a sewer-grating in the highway, both of which were in good repair, but projected in consequence of non-repair of the highway by the same local authority, who were in each case the road as well as the sewer authority, and caused damage to the plaintiff:—*Held*, that the only breach of duty of the authority was in not repairing the highway, for which no action would lie.

(a) **THOMPSON v. BRIGHTON CORPORATION.**

(b) **OLIVER v. HORSHAM LOCAL BOARD**

[C. A. revers. Div. Ct. [1894] 1 Q. B. 332

9. — *Main roads—Footways, repair of in urban district.* The Loc. Gov. Act, 1888, s. 11 (2), imposes upon the county council the duty of contributing towards the costs of maintaining and repairing, in an urban sanitary district, the footways on the sides of disturnpiked roads, which were constituted main roads by s. 13 of the Highways and Locomotives (Amtd.) Act, 1878. *In re ARBITRATION BETWEEN MAYOR, &C., OF BURSLEM AND STAFFORDSHIRE COUNTY COUNCIL*

[1895] W. N. 146 (4)

10. — *Main roads—Maintenance by urban authority—Contribution by County Council—Arbitration.* Where an urban authority retains the powers and duties of maintaining the main roads in its district, the amount to be paid to it by the county council in respect of such main roads can only be settled, in default of agreement, by the

HIGHWAY—Repairs—continued.

arbitration of the Loc. Govt. Bd. *In re* BEDFORDSHIRE COUNTY COUNCIL and BEDFORD URBAN SANITARY AUTHORITY Div. Ct. [1894] 2 Q. B. 786

11. — *Main roads in county divided into hundreds.*] Where an order has been made under s. 20 of the Highways and Locomotives Amendment Act, 1878, declaring every main road to be repairable by the hundred in which it was situate and one-half the expenses to be repayable out of a special rate in the hundred, the repairs are "general county purposes" within ss. 11, 23, 68 of the Local Government Act, 1888, and the county fund should be recouped from the Exchequer Contribution Account, so much as is not provided by the special rate in the hundred. *REG. v. DOLBY* (No. 2)

[Div. Ct. [1892] 1 Q. B. 736

12. — *Rate—Highway parish without church—Publication.*] A highway rate was made for H., a highway parish, which was neither a poor-law nor an ecclesiastical parish, and in which there was no consecrated building. Notice of the rate was posted on a schoolroom and a Wesleyan chapel as being conspicuous places in H.:—*Held*, that this was due publication. *REG. v. WOLFERSTAN* - Div. Ct. [1893] 2 Q. B. 451

— of Streets.

See LONDON COUNTY—STREETS AND HIGHWAYS.

13. — *Surveyor—Debt incurred by predecessor—Liability.*] An action does not lie against a surveyor of highways appointed under the Highway Act, 1835, for the price of materials supplied to his predecessor for the repair of highways where such predecessor died insolvent after having received from the parish sufficient money to pay for the materials. *FRODINGHAM IRON AND STEEL CO. v. BOWSER* Div. Ct. [1894] 2 Q. B. 791

Right of Way.

1. — *Closing roads—Revival of public rights by repeal of Turnpike Act.*] A public bridle-path was stopped up by a Turnpike Act:—*Held*, that the repeal of the Act did not revive the old right of way. *GWYNNE v. DREWITT*

[*Romer J.* [1894] 2 Ch. 616

2. — *Inclosure award—Obstruction.*] Where an inclosure award had allotted a road 15 ft. wide as a footway and bridle-path:—*Held*, that the public were entitled to use the whole width of the road, and not merely a part, sufficient (e.g., 3½ ft.) for the purposes of a footway and bridle-path. Obstruction for a long period held to be no answer to the public rights.—*Deft.* was refused costs as between solicitor and client, the case not coming within s. 109 of the Highway Act, 1835 (5 & 6 Will. 4, c. 50). *PULLIN v. REFFELL* - *Romer J.* [1891] W. N. 89

[*Sect. 109 was repealed by 56 & 57 Vict. c. 61.*]

3. — *Trespass to land—Declaration.*] The plff. lingered on a highway which passed over the deft.'s grouse moor for the sole and express purpose of interfering with the deft.'s right of shooting over the moor:—*Held*, that as the plff., being upon the highway for purposes other than its use as a highway, was a trespasser, and (*Esher M.B. diss.*) the Court should make a

HIGHWAY—continued.

declaration to that effect. *HARRISON v. DUKE OF RUTLAND* - C. A. [1893] 1 Q. B. 142

As to easements of way,
See WAY, RIGHT OF.

Streets and Buildings.

See STREETS AND BUILDINGS.

— in London.

See LONDON COUNTY—BUILDINGS;
STREETS AND HIGHWAYS.

HIRE AND PURCHASE AGREEMENT.

See FACTOR—Hire and Purchase Agreement.

— Whether requiring registration.

See BILL OF SALE—INSTRUMENT. 7.

HIRE OF SHIP.

See SHIP—BILL OF LADING—Hire.

HOARDING.

Building.] A hoarding erected for advertising purposes held not to be a "building" within a covenant against erecting any building. *FOSTER v. FRASER* - *Kekewich J.* [1893] 3 Ch. 158

See also ADVERTISING STATION.

HONG KONG.

— Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—
Colonial Probates Act.

— Death Duties.

See DEATH DUTIES—Estate Duty

"HONOUR" POLICY.

See INSURANCE, MARINE. 19.

HOP-GROUND.

See TITHE. 2, 4.

HORSE-RACE.

— Selection of winner.

See COPYRIGHT—Periodical. 3.

HOSPITAL.

— Exemption from house tax.

See HOUSE TAX. 1.

— Small-pox hospital.

See NUISANCE—What Amounts to. 3.

HOTCHPOT.

— Life interests—Valuation.

See SETTLEMENT—Construction. 10.

— Settlement without the clause.

See POWER OF APPOINTMENT—Exercise.
5.

HOTEL.

— Clinkers from furnaces.

See LONDON COUNTY—NUISANCES AND
SANITATION. 3.

HOUSE AGENT.

See COUNTY COURT—Jurisdiction. 15.

HOUSE OF COMMONS.

See PARLIAMENT—Election Petition;
Privilege; PARLIAMENTARY, &c., RE-
GISTRATION.

HOUSE OF LORDS.

Appellate Jurisdiction, col. 356.

Fee Fund, col. 357.

Practice, col. 357.

Standing Orders, col. 357.

Appellate Jurisdiction.

By the Appeal (Formd Pauperis) Act, 1893 (56 & 57 Vict. c. 52), power to refuse leave to appeal was given to the House.

HOUSE OF LORDS—continued.**Fee Fund.**

Accounts of the Fee Fund of the House of Lords for the years ending March 31, 1891—5. The Returns for these five years are published as follows:—

Year ending Mar. 31.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1895	1895	{ 428 } (Sess. 2)	..	..	d. ½
1894	1894	239	69	765	½
1893	1893-4	355	73	507	½
1892	1892	352	64	291	½
1891	1890-1	389	63	463	½

Practice.

1. — *Costs—Pauper appellant.*] On taxation of a pauper appellant's costs of a successful appeal, the fees of the House and the fees of counsel are to be disallowed, and the solicitor is to have his costs out of pocket with a reasonable allowance to cover office expenses, including clerks, &c. *JOHNSON v. LINDSAY & Co.*

[H. L. (E.) [1892] A. C. 110

2. — *Finding of fact.*] The House will not disturb a finding of fact in which both the Courts below have concurred, unless it can be clearly shewn that such finding was erroneous. *OWNERS OF THE "P. CALAND" v. GLAMORGAN STEAMSHIP CO. THE "P. CALAND"*

[H. L. (E.) [1893] A. C. 207

3. — *Irish divorce bill—Substituted service.*] Substituted service of copy of bill for divorce with notice of the second reading allowed on wife's parents, the whereabouts of the wife being unknown and the parents refusing all information. *FLEMING'S DIVORCE BILL*

[H. L. (L.) [1893] W. N. 93

4. — *Time for appealing.*] Under Standing Order I., when there is a competent appeal from an order of the C. A. made within the year, the H. L. can in some cases entertain an appeal from a previous order of the C. A. made more than a year before. No definite rule can be laid down; each case must be judged by its own circumstances. *CONCHA v. CONCHA*

[H. L. (E.) [1892] A. C. 670

5. — *Time, Extension of.*] No appeal lies from a refusal of the Court of Appeal to give leave to appeal where the time limited by O. LVIII., r. 15, has expired. Such a refusal is not an order or judgment of the C. A. within the meaning of s. 3 of the Appellate Jurisdiction Act, 1876. *LANE v. ESDAILE* — H. L. (E.)

[1891] A. C. 210 affirm. C. A.

[sub nom. *ESDAILE v. PAYNE*, 40 Ch. D. 520

Standing Orders.

Proceedings on Private Bills, &c., 1890-4.

HOUSE OF LORDS—Standing Orders—continued

The Standing Orders for the five years 1890-4 are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.		
	Session.	Number at foot of Paper.	Price.
1894	1895	5 Sess. 2	d. 11½
1893	1894	H. L. 201	11½
1892	1893	H. L. 228	11½
1891	1892	H. L. 207	11
1890	1891	H. L. 281	10½

HOUSE REFUSE.

See NUISANCE—What Amounts to. 4; LONDON COUNTY—NUISANCES AND SANITATION. 3.

HOUSE TAX.

By the Customs and Inland Revenue Act, 1891 (54 & 55 Vict. c. 25), s. 4, the law as to house tax was amended in respect of dwellings of small annual value.

Exemptions.

1. — *Charity—Self-supporting hospital.*] A lunatic asylum supported chiefly by charitable endowments and subscriptions was managed so that in one particular year the payments by private patients and the sale of farm produce paid all the expenditure:—*Held*, that the asylum was a hospital maintained by charity within 48 Geo. 3, c. 55, Sched. B, and was not to be considered as wholly self-supporting because in one year it paid its way without having recourse to charity. *CAWSE v. COMMITTEE OF NOTTINGHAM LUNATIC HOSPITAL* — Div. Ct. [1891] 1 Q. B. 585

2. — *College partly self-supporting—"Charity school."*] A college, the endowment of which provided for scholarships, prizes and payment of salaries of teachers, &c., and which charged fees from the students, claimed to be exempt from the duty:—*Held*, that the liability to pay inhabited house duty depended upon the character of the institution; and that as the college was not primarily intended for the supply of gratuitous education, it did not come within the exemption in favour of "charity schools" in 48 Geo. 3, c. 55, Sch. B. *SOUTHWELL v. GOVERNORS OF ROYAL HOLLOWAY COLLEGE, EGHAM*

[Div. Ct. [1895] 2 Q. B. 497

3. — *Training stables—"Dwelling-house."*] A trainer of race-horses occupied stables which he used for the accommodation of horses trained by him; in one wing of the stables were four rooms in which some of the stable-lads employed by him slept. Close to the stables, but outside the stable-yard, was a ten-roomed house with domestic offices and garden, which was occupied by the trainer's "head-lad." The stables were included with the dwelling-house in an assessment to the inhabited house duty:—*Held*, that the stables belonged to and were occupied with a dwelling-house within the meaning of 48 Geo. 3,

HOUSE TAX—Exemptions—continued.

c. 55, Sch. B, r. 2; that they did not come within the exemption in s. 13, sub-s. 1, of the Customs and Inland Revenue Act, 1878 (41 & 42 Vict. c. 15), in favour of premises occupied solely for the purposes of a trade or business; and that the assessment was therefore right. *LAMBTON v. KERR* - - Div. Ct. [1895] 2 Q. B. 233

HOUSING OF THE WORKING CLASSES ACT, 1890.

See PRACTICE—APPEAL—Appeals to Divisional Court. 2.

HULL.

See SHIP—PILOTAGE—Bye-laws.

HUNDRED.

— Roads repairable by.

See HIGHWAY—Repairs. 11.

HUSBAND AND WIFE.

— Married woman's property.

See MARRIED WOMAN—PROPERTY.

HUSBAND AND WIFE—continued.

— Scotland.

See SCOTTISH LAW—Husband and Wife.

— Separation.

See DIVORCE—SEPARATION.

— Settlement.

See DIVORCE—RESTITUTION OF CONJUGAL RIGHTS.

DIVORCE—VARIATION OF SETTLEMENTS.

SETTLEMENT.

HYPOTHEC.

— Scottish law—Landlord's right of sequestration.

See COMPANY—WINDING-UP—STAY OF PROCEEDINGS. 2.

HYPOTHETICAL TENANT.

See RATES—Rateable Occupation.

— Drainage works—Poor-rate.

See LONDON COUNTY—DRAINAGE AND SEWERAGE—Rateability. 1, 2.

I.

IDLE AND FRIVOLOUS CLAIM.

See VENDOR AND PURCHASER—Contract.

1.

IGNORANCE OF LAW.

— Bigamy—Bar to divorce.

See DIVORCE—BIGAMY.

ILLEGALITY.

— of Contract.

See CONTRACT—Illegality.

ILLEGALLY DEALING.

— Intoxicating liquors—Unlicensed premises—Buyer.

See INTOXICATING LIQUORS—Offences. 7.

ILLEGITIMATE CHILD.

Custody.] The authorities do not establish the proposition that the legal rights of the mother of an illegitimate child as to its custody are the same as those of the father of a legitimate child. But *semble*, that the obligation cast on the mother of an illegitimate child by 4 & 5 Will. 4, c. 76, s. 71, to maintain it till it attains the age of sixteen, involves a right to its custody. *Per* Lords Hershell and Field in *BARNARD v. McHUGH* [H. L. (E.) 1891] A. C. 388

— *Reparation to parents on death of illegitimate child.*

See SCOTTISH LAW—Negligence. 2.

See also SETTLEMENT—Construction. 11.

WILL—CHILDREN. 2, 3.

ILLEGITIMATE PERSON'S "RELATIONS."

See WILL—WORDS. 9.

ILLEGITIMATE RELATIVES.

See WILL—WORDS. 7—10.

ILLNESS.

— of Executor.

See PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 1.

ILLUSTRATION.

— in Newspaper.

See COPYRIGHT—Picture.

IMMOVABLE PROPERTY.

See PROBATE—GRANT OF PROBATE. 37.

IMPLICATION.

See WILL—RESIDUE. 1.

— Estate by.

See SETTLEMENT—Construction. 7.

— of obligation not to use Information obtained during service.

See MASTER AND SERVANT—Trade Secrets. 2.

IMPOTENCE.

See DIVORCE—NULLITY. 2.

IMPRISONMENT.

for Contempt of Court, col. 361.

for Crimes and Misdemeanours, col. 362.

for Debt, col. 362.

for Contempt of Court.

Interfering with Witness.] (A) Party com-

IMPRISONMENT—for Contempt of Court—*contd.*
mitted for attempting to intimidate a witness.
BROMILOV v. PHILLIPS - - - North J.
[1891] W. N. 209

(B) Persons interested in an action committed for writing to the probable witnesses in the action making charges against parties to the action.
WELBY v. STILL (No. 1) - - - Kekewich J.
[[1892] W. N. 6

And see PRACTICE—ATTACHMENT.

for Crimes and Misdemeanours.

By the Penal Servitude Act, 1891 (54 & 55 Vict. c. 69), further provision was made as to the punishment of offences by imprisonment.

And see CRIMINAL LAW, *passim*.

for Debt.

1. — *Debtors Act, 1869, s. 4*—*Default in payment of a sum of money.*] An order was made in interpleader proceedings that the sheriff should sell and pay A., the claimant, the execution creditor B. undertaking to make good any deficiency. There was a deficiency, and an order was made that B. should pay A. within four days: B. failed to do so:—*Held*, that the case was one of "default in payment of a sum of money" within s. 4 of the Debtors Act, 1869 (32 & 33 Vict. c. 62), and that an order for commitment could not be made. *BUCKLEY v. CRAWFORD*
[Div. Ct. [1893] 1 Q. B. 105

2. — *Debtors Act, 1869*—"Execution" of judgment.] An order for committal of a debtor upon a judgment summons under the Act of 1869 is not "execution" of the judgment: therefore there is no jurisdiction under ss. 1, 4 of the Judgments Extension Act, 1868, to make such an order in relation to an Irish judgment. *In re WATSON. Ex parte JOHNSTON. JOHNSTON v. WATSON*
[O. A. affirm. [1893] 1 Q. B. 21

3. — *Debtors Act, 1869, s. 4 (3)*—*Partner—Fiduciary capacity.*] One partner receiving assets of the partnership on account of himself and his co-partners, is not liable to imprisonment under s. 4 (3) of the Debtors Act, 1869, as a person acting in a fiduciary capacity. *PIDDOCKE v. BURT* - - - Chitty J. [1894] 1 Ch. 243

4. — *Debtors Act, 1869, s. 4 (4)*—*Solicitor—Bankrupt.*] Notwithstanding s. 9 of Bankruptcy Act, 1883, a writ of attachment will issue against a solicitor under s. 4, sub-s. 4, of the Debtors Act, 1869, for default in payment of a sum of money, although the solicitor has become bankrupt since the date of the order for payment. *In re EDYE (A SOLICITOR)* - - - Chitty J. [1891] W. N. 1

5. — *Debtors Act, 1869, s. 4 (4)*—*Solicitor—Default in payment of balance due to client.*] An order for the taxation of a solicitor's bill directed that, in case it should appear that the bill was overpaid, the solicitor should, within four days after service of the order and of the taxing master's certificate, repay to the client the

IMPRISONMENT—for Debt—continued.

amount certified to be overpaid. The taxing master found that the bill had been overpaid. By a subsequent order it was directed that the solicitor should pay the taxed costs of the taxation of the bill:—*Held*, that the costs of the taxation, as well as the amount found due from the solicitor upon the taxation, were within the exception of sub-s. 4 of s. 4 of the Debtors Act, 1869, as being due from him "in his character of an officer of the Court," and that he could be attached for his default in payment of both. *In re A SOLICITOR* - North J. [1895] 2 Ch. 66

6. — *Debtors Acts, 1869 and 1878, s. 4 (3)—Trustee—Bankrupt trustee—Discretion of Court.* The prohibition in s. 9 of the Bankruptcy Act, 1883, does not take away the jurisdiction of the Court to order, under s. 4, sub-s. 3, of the Debtors Act, 1869, the committal or attachment of a defaulting trustee against whom a receiving order in bankruptcy has been made, for such commitments are not to be regarded simply as a form of civil process, but are punitive. *Per C. A.*, reversing *Kekewich J.*, a trustee is not dishonest and fraudulent merely because he neglects his trust, and thereby wrongs those whom it is his duty to protect. He is not therefore liable to attachment on that ground. *In re SMITH. HANDS v. ANDREWS* - Kekewich J. varied by C. A. [1893] 2 Ch. 1

7. — *Debtors Acts, 1869 and 1878—Trustee—Discretion of Court.* In the exercise of its discretion under the Debtors Act, 1878, the Court refused to allow a writ of attachment to issue against a trustee. *Quære*, whether such trustee, being a peer of the realm, was privileged from arrest. *EARL OF AYLESFORD v. EARL POULETT* [North J. [1892] 2 Ch. 60

Returns.

A return for the year 1892, relating to imprisonment for debt, was published as a Parliamentary Paper, 1893-4 (209), Vol. LXXIV. Pt. I. 179. Price 2d.

for Offences.

— under Metropolitan Police Courts.

See METROPOLITAN POLICE DISTRICT—Offences.

IMPROVEMENT COMMITTEE.

— Chairman of.

See BOROUGH (ENGLAND)—Corporate Office.

IMPROVEMENTS.

— Compensation for.

See LANDLORD AND TENANT—LEASE. 1—3.

— by Mortgagee.

See MORTGAGE—SALE. 4.

— on Settled land.

See SETTLED LAND—SETTLED LAND ACT—Application of Capital Money; Tenant for Life. 8, 9; WILL—ACCOMMODATIONS. 2.

— Tenant for life.

See PARTITION. 4.

"IN CASE THE PARTIES DIFFER."

See PRACTICE—JUDGMENT—Form. 2.

INADVERTENCE.

— Amendment of proof.

See COMPANY—WINDING-UP—PROOF. 1.

INCAPACITY.

— of Executor.

See PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 1.

INCLOSURE.

1. — *Award, finality of—Mistake.* Land belonging to a stranger was by mistake included in a partition made under the Inclosure Acts. In an action to enforce the award against the stranger:—*Held*, (1) that s. 105 of the Inclosure Act, 1845 (8 & 9 Vict. c. 118), did not make an award under the Inclosure Acts conclusive as to the title of the allottee; and (2) that in this case the award, not having been made on the application of persons not interested in the land within s. 13 of the Act of 1848 (11 & 12 Vict. c. 99), was made without jurisdiction and could not be enforced. *JACOMB v. TURNER*

[Collins J. [1892] 1 Q. B. 47

2. — *Award—Right of way—Footway and bridle-path.* Where an inclosure award had allotted a road fifteen feet wide as a footway and bridle-path:—*Held*, that the public were entitled to use the whole width of the road, and not merely a part sufficient (i.e., 3½ ft.) for the purposes of a footway and bridle-path. *PULLIN v. REFFELL*

[Romer J. [1891] W. N. 39

— Commons.

See COMMON.

— Highway—Ownership of soil.

See LIMITATIONS, STATUTE OF. 21.

3. — *Inclosure Act—Manorial rights—Right to support of surface—Allotments—§3 Geo. 2, c. 12.* A common had been allotted under an inclosure Act, which provided that the lord of the manor should enjoy all mines without making any satisfaction. The Act further provided for the payment of compensation to persons injured by mining by the other holders of allotments in the same township. The lessees of the lord worked mines, and caused the surface to subside:—*Held*, that the lessees were entitled so to work the mines as to let down the surface, and that the compensation clauses must be treated as indicating the measure of compensation provided by the legislature. *THOMPSON v. MEIN*

[Kekewich J. [1893] W. N. 202

— award under Inclosure Act, effect of.

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 15.

— Liability of allotment to Corporation Duty.

See PROPERTY TAX.

4. — *Right to support of surface—Inclosure Acts.* The general canons of construction of inclosure Acts as to the mutual rights of mine and surface owners are as follows: (1) Where the ownerships are severed, *prima facie* the surface owner has a right to support for his tenement, and this is strengthened by the absence of a compensation clause. (2) The onus of rebutting this presumption lies on the mine-owner, and a limited compensation clause is not sufficient to effect this rebuttal. Where great damage was expressly

INCLOSURE—continued.

mentioned in and contemplated by an inclosure Act, and provision for relief provided, an injunction to restrain working was refused. *BELL v. EARL OF DUDLEY - Chitty J. [1895] 1 Ch. 182*

INCOMBUSTIBLE MATERIALS.

See *LONDON COUNTY—BUILDINGS*. 17.

INCOME.

— Power to Appoint.

See *POWER OF APPOINTMENT—Exercise*. 12.

— of Bankrupt.

See *BANKRUPTCY—ASSETS*. 5, 6.

— Intermediate of contingent gift.

See *INFANT—Maintenance*. 4, 5, 6.

— of Property in Ireland.

See *LUNATIC—Maintenance*. 5.

— of Settled Property.

See *TENANT FOR LIFE—Apportionment*.

INCOME TAX.

By the *Finance Act, 1894* (57 & 58 Vict. c. 30), Part IV., alterations were made as to the assessment of income tax and as to exemptions.

The tax for the years 1895–6 was imposed by s. 17 of the *Finance Act, 1895* (58 & 59 Vict. c. 16).

1. — *Abatement under £400 per annum—Residence of bank manager.* The value to a bank manager of his right or duty to reside on the bank premises is not to be considered as part of his "total income from all sources" which may be assessed for income tax. *TENNANT v. SMITH*

[*H. L. (S.) [1892] A. C. 150*

2. — *Allowances—Charitable purposes.* In a case where an allowance which ought to be granted is refused, mandamus lies to the Commrs. commanding them to grant the allowance and to give a certificate of the allowance with an order for the payment thereof.—*Held* by the *H. L.* (Lord Halsbury L.C. and Lord Bramwell dissenting), that the words "charitable purposes" in the *Income Tax Act, 1842* (5 & 6 Vict. c. 35), Sch. A, s. 61, r. No. 6, were not restricted to the meaning of relief from poverty, but must be construed according to the legal and technical meaning given to them by English law and by legislation applicable to Scotland and Ireland as well as England. Therefore the allowance ought to be granted as to so much of a trust as applied to missionary establishments. *COMMISSIONERS FOR SPECIAL PURPOSES OF THE INCOME TAX v. PEMSEL*

[*H. L. (E.) [1891] A. C. 531 affirm. C. A.*

[22 Q. B. D. 296

3. — *Annuity by way of alimony.* Where on dissolution of marriage an annuity by way of alimony is ordered to be paid to the wife, and such annuity is secured by deed, in the absence of express provision in the deed the tax must be paid by the annuitant, if not so secured, *quære*, by whom payable. If the trustee of such a deed has paid the annuity free of income tax, he is not entitled to deduct the past payments, but only future payments of income tax. *WARREN v. WARREN - Kekewich J. [1895] W. N. 72*

4. — *Annuities—"Profits and gains."* Where payments were made by a life insurance co. in respect of annuities granted in consideration of a

INCOME TAX—continued.

single sum paid at the time of granting the annuities, *held* that the annuities were not paid out of "profits or gains," and were not liable to income tax. *GRESHAM LIFE ASSURANCE CO v. STYLES*

[*H. L. (E.) [1892] A. C. 309 revers. C. A.*

[25 Q. B. D. 351 and Div. Ct. 24 Q. B. D. 360

5. — *Assessment in name of agent—"Factor, agent, or receiver having the receipt of profit or gains."* R., resident in France, sold goods to customers in England through G., his agent. G. procured orders and sent them to R. The goods were sent by R. direct to the customer at the latter's risk and expense. Payment was generally made to R. direct, but in some cases to G.; receipts were sent by R. direct to the customer.—*Held*, that R. exercised a trade in the U. K., and that he was assessable in the name of G. as his agent. *Semble*, the words "having the receipt, &c.," in s. 41 of the *Income Tax Act, 1842*, refer only to the word receiver, and not to the preceding words "factor" or "agent." *GRAINGER & SON v. GOUGH - C. A. [1895] 1 Q. B. 71*

6. — *Company domiciled in United Kingdom—Business carried on abroad—Profits earned not remitted to England.* (A) The B. Co., an English co., which carried on no business of its own, owned all the shares but seven in a foreign co. carrying on business in A., a foreign country. The foreign co., on a dividend being declared by the B. co., remitted to England the amount required for distribution among the shareholders, less the amount required for distribution among shareholders in the B. co. resident in A.—*Held*, that the profits of the B. co. arose from foreign possessions, and came within the *Income Tax Act, 1842* (5 & 6 Vict. c. 35), s. 100, Sch. D, fifth case; that the money retained for distribution among the shareholders resident in A. was not received by the B. co. in England within the meaning of the fifth case, and that the B. co. were not liable to pay income tax on the amount retained in A. *BARTHOLOMAEW BREWING CO. (OF ROCHESTER) v. WYATT - Div. Ct. [1893] 2 Q. B. 499*

(B) The N. Co., an English co., which carried on no business of its own, owned shares in various English and foreign cos. The dividends due to the N. Co. from the foreign cos. was insufficient to pay the dividends due from the N. Co. to such of its shareholders as were resident abroad. The N. Co. directed the dividends according to it from the foreign cos. to be paid to bankers abroad for distribution among its foreign shareholders.—*Held*, that the profits of the N. Co. came within 5 & 6 Vict. c. 35, s. 100, Sch. D, fifth case, that the money retained abroad for distribution among shareholders resident abroad was not received by the N. Co. in England within the meaning of the fifth case, and that the N. Co. was not liable to pay income tax on the amount retained abroad. *NOBEL DYNAMITE TRUST CO. v. WYATT*

[*Div. Ct. [1893] 2 Q. B. 499, at pp. 508, 517*

7. — *Company domiciled in United Kingdom—Trade carried on partly abroad.* Where a firm, abroad belonging to an English co., which bought materials and plant in England, and the accounts were kept in England, and the directors appointed a salaried superintendent abroad.—*Held*, that the co. came under case 1, and not case 5, of

INCOME TAX—continued.

Seh. D to the Income Tax Act, 1842 (5 & 6 Vict. c. 35), s. 100, and that they were assessable on the whole amount of the profits earned, and not only on the actual sums received in the U. K. **SAN PAULO (BRAZILIAN) RAILWAY v. CARTER**

[C. A. revers. Div. Ct. [1895] 1 Q. B. 530; affirm. by H. L. (E.) [1895] W. N. 161 (10)]

8. — *Deductions—Brewers' loans.* Losses made by brewers on loans to publicans cannot be deducted in estimating their profits, such loans being only moneys expended in furthering their business as brewers. **REID'S BREWERY CO., LD. v. MALE** — Div. Ct. [1891] 2 Q. B. 1

9. — *Deductions—Husband and wife—Costs of Crown.* Where husband and wife were master and mistress of a National School at a joint salary:—*Held*, that the husband's income tax was properly assessed on the whole salary. *Held*, also, that a deduction for the wages of a servant, who had been engaged to enable the wife to teach, could not be allowed. Costs in cases where Commrs. have allowed a deduction against which the Crown successfully appeals, considered. **BOWERS v. HARDING** Div. Ct. [1891] 1 Q. B. 560

10. — *Deductions—Trade purposes.* A municipal corporation claimed to deduct expenses of lighting their town from profits made by sale of surplus gas to private customers as being money expended for the purposes of a trade:—*Held*, that the two transactions were distinct, and that there were no "trade" expenses until they began to supply private customers. Claim disallowed. **DILLON v. CORPORATION OF HAVERFORDWEST** [Div. Ct. [1891] 1 Q. B. 575]

11. — *Fines on renewal of leases—Direction in will to invest—Temporary deposit in bank at interest.* Money received as fines on renewal of leases and placed (pending permanent investment in land under a settlement) on deposit at a bank has not been "applied as productive capital," and therefore is not exempt from income tax under the proviso in s. 60, Sch. A No. II. of the Income Tax Act, 1842. **LORD MOSTYN v. LONDON** — Div. Ct. [1895] 1 Q. B. 170

12. — *Office or employment of profit.* The bursar of a college, not being a member of the corporate body, although a necessary officer of the college, is liable to direct assessment to income tax. **LANGSTON v. GLASSON** [Div. Ct. [1891] 1 Q. B. 567]

13. — *Profits earned abroad and not remitted.* Where the head office of a co. was in London, and part of the business was carried on in this country, the fact that a portion of the profits earned abroad was not remitted:—*Held*, not to exempt the co. from liability to pay income tax on such portion. **LONDON BANK OF MEXICO AND SOUTH AMERICA v. APTHORPE** — Div. Ct. [1891] 1 Q. B. 383; affirm. by C. A. [1891] 2 Q. B. 378

14. — *Public library—Urban authority—“Literary and scientific institution.”* A free library vested in a library authority under the Public Libraries Act, 1892, is not exempt from income tax as being a "literary and scientific institution" within the meaning of the Income

INCOME TAX—continued.

Tax Act, 1842. **MANCHESTER (CORPORATION) v. MOADAM** — C. A. (Escher M.R. dissent.) [1895] 1 Q. B. 673

— *Whether a “deduction.”*

See WILL—ABSOLUTE GIFT. 1.

INCORPORATED LAW SOCIETY.

— Discretion.

See SOLICITOR—MISCONDUCT. 5.

INCORPORATION.

— of Charterparty conditions in bill of sale.

See SHIP—BILL OF LADING—Exceptions. 3.

— of Testamentary papers.

See PROBATE—GRANT OF PROBATE. 14—17, 35.

INCREASE OF CAPITAL.

See COMPANY—SHARES—Sale of Assets. 5.

INCUMBRANCE.

— Costs of Incumbrancers.

See PARTITION. 2.

— Discharge.

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 25.

— of Tenant for life.

See VENDOR AND PURCHASER—Conveyance. 3.

INDEMNITY.

See COMPANY—WINDING-UP, *passim*.
FRAUDS, STATUTE OF. 3, 4.
INSURANCE, MARINE. 20.

— Costs by way of.

See COPYRIGHT—Infringement. 1.

— Executor's right.

See EXECUTOR—Powers. 3.

— Recital in will—Promise.

See FRAUDS, STATUTE OF. 4.

— of Trustee.

See TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 12, 15, 16

— of Trustees of will.

See EXECUTOR—Powers. 3(c).

INDIA.**Copyright.**

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—Estate Duty.

Extradition.

See EXTRADITION.

Mail Ships.

See POST OFFICE.

Pensions.

See BANKRUPTCY—ASSETS. 16.

Salaries, &c., of Judges.

Rules dated May 11, 1891, fixing the salaries, &c., of the Judges of the High Courts in India. St. R. & O. 1891, p. 314.

INDICTMENT.

— Form of.

See CRIMINAL LAW—PROCEDURE. 1, 4, 5.

INDORSEMENT.

— of Bill of exchange.

See **BILL OF EXCHANGE**. 15, 17.

— of Writ.

See **PRACTICE**—**WRIT**—**Writ Specially Indorsed**.**INDUSTRIAL ASSURANCE COMPANY.**See **FRIENDLY SOCIETY**. 5.**INDUSTRIAL AND PROVIDENT SOCIETY.**

By the *Industrial and Provident Societies Act, 1893* (56 & 57 Vict. c. 39), the laws relating to *Industrial and Provident Societies* were consolidated and amended.

By the *Industrial and Provident Societies Act, 1894* (57 & 58 Vict. c. 8), the Act of 1893 was amended as to the island of Jersey.

By the *Industrial and Provident Societies (Amendment) Act, 1895* (58 & 59 Vict. c. 30), the Act of 1893 was further amended.

Treasury Regulations dated Jan. 1, 1894, were made under the *Industrial and Provident Societies Act, 1893*. St. R. & O. 1894, p. 158 (No. 731).

1. — *Application of profits*—“*Lawful purpose*”—*Strike*.] The application to “any lawful purpose” of the profits of an industrial society, authorized by s. 12, sub-s. 7, of the *Industrial and Provident Societies Act, 1876*, must be taken to mean an application to any lawful purpose *ejusdem generis* with the general purposes of the society:—*Held*, therefore, that a contribution to a strike fund was illegal. *WARBURTON v. HUDDERSFIELD INDUSTRIAL SOCIETY*

[Div. Ct. [1892] 1 Q. B. 213;

[affirm. by C. A. [1892] 1 Q. B. 817

[But see now *Industrial and Provident Societies Act, 1893* (56 & 57 Vict. c. 39), s. 10 (6).]

2. — *Debenture—Registration of as Bill of Sale*.] Inasmuch as there is not in the case of societies registered under the *Industrial and Provident Societies Acts* a statutory provision requiring their securities to be registered, debentures given by societies registered under these Acts are not (like the debentures of companies under the *Companies Act, 1862*) exempted by sect. 17 of the *Bills of Sale Act, 1882*, from the statutory requirements in respect of bills of sale. *GREAT NORTHERN RAILWAY CO. v. COAL CO-OPERATIVE SOCIETY - V. Williams J.* [1895] W. N. 142 (6)

3. — *Winding-up—Jurisdiction*.] A society registered under the *Industrial and Provident Societies Act, 1876*, is not within the *Companies Winding-up Act, 1890*, and cannot be wound up under that Act, and can only be wound up by the proper County Court under the act of 1876, and the County Court Acts. *In re LONDON AND SUBURBAN BANK - North J.* [1892] 1 Ch. 604

[But see now *Industrial and Provident Societies Act, 1893* (56 & 57 Vict. c. 39), s. 58.]

4. — *Winding-up—Jurisdiction of County Court*.] The enactments from time to time in force for the winding-up of cos. in the Ch. Div. held to apply to the winding-up of a registered industrial society which was pending in a County Court at the passing of the *Industrial and Provident Societies Act, 1893*, and had not been transferred to the High Court under s. 59 of that Act. *In re FERNDAL INDUSTRIAL CO-OPERATIVE SOCIETY - Div. Ct.* [1894] 1 Q. B. 828

INDUSTRIAL SCHOOL.

By the *Industrial Schools Acts Amendment Act, 1894* (57 & 58 Vict. c. 33), the law relating to *Industrial Schools* was amended.

See also s. 9 of the *Prevention of Cruelty to Children Act, 1894* (57 & 58 Vict. c. 41).

By the *Reformatory and Industrial Schools (Channel Islands Children), 1895* (58 Vict. c. 17), provision was made for sending children from the Channel Islands to industrial schools in Great Britain.

Rule and schedule of forms for sending children to *Industrial Schools* dated Nov. 5, 1895. St. R. & O. 1895, No. 423, L. 24. Price 4d.

— *Poor-rate—Rateability of County Council.*See **RATES**—**Rateable Occupation**. 7.

Sending child to—Summary Jurisdiction.] The *Industrial Schools Act, 1866* (29 & 30 Vict. c. 118), does not contain a code of criminal procedure, and is not punitive in its character, but is intended for the protection of children coming within its operation. Where, therefore, a child apparently under fourteen years of age is charged before a court of summary jurisdiction with larceny, and the charge is dismissed, but evidence is given that he frequents the company of reputed thieves, he may be sent to an industrial school under s. 14 of the Act without being brought afresh before the Court by summons or otherwise upon a substantive charge under that section. *REG. v. JENNINGS*

[Div. Ct. [1895] W. N. 142 (7)]

INFANT.*Contracts*, col. 370.*Custody*, col. 372.*Maintenance*, col. 373.*Next Friend*, col. 376.*Party to Action*, col. 376.*Property*, col. 376.*Settlement*, col. 377.*Ward of Court*, col. 378.

By the “*Betting and Loans (Infants) Act, 1892*” (55 & 56 Vict. c. 4), *inciting infants to bet or to borrow money* was rendered penal.

Contracts.

1. — *Apprenticeship deed—Benefit of infant*.] A clause in an apprenticeship deed provided that the master need not pay wages to the apprentice during any lock-out of his workmen, but gave liberty to the apprentice to get work elsewhere:—*Held*, that the provision was so much to the detriment of the infant that the apprenticeship deed was void, and not enforceable under ss. 5, 6 of the *Employers and Workmen's Act, 1876*. *CORN v. MATTHEWS - C. A.* [1893] 1 Q. B. 310

— *Apprenticeship deed—Covenant to pay premium.*

See No. 7, below.

2. — *Contract that railway shall not be liable for negligences*.] A rly. contracted with colliers that, in consideration of reduced fares, the co. should not be liable for negligences, and further that the infants' executors, administrators, and relatives should indemnify the rly. against any action under Lord Campbell's Act:—*Held*, that

INFANT—Contracts—continued.

in the case of an infant the contract was so far prejudicial as to be unfair to him, and was therefore not binding on him. *FLOWER v. LONDON AND NORTH WESTERN RAILWAY*

[C. A. [1894] 2 Q. B. 65]

3. — *Contract for service.* A contract entered into by an infant by which he gets employment, coupled with a bargain on his part that he will not compete in business with his master after his service ceases, held to be beneficial to the infant, and therefore good. *EVANS v. WARE*

[North J. [1892] 3 Ch. 502]

4. — *Debt incurred during infancy.* An acceptance given by an infant to compromise an action brought subsequent to his majority for a debt incurred during infancy:—*Held*, to be merely a ratification of the original contract, or a promise after full age to pay a debt contracted during infancy, and, therefore, avoided by s. 2 of the Infants Relief Act, 1874. *SMITH v. KING*

[Div. Ct. [1892] 2 Q. B. 543]

— *Garrelkind lands—Title.*

See VENDOR AND PURCHASER—Title. 8.

5. — *Insurance against accident—Exoneration of employer.* An infant entered the service of a rlwy. co., and agreed to become a member of an insurance society and to be bound by its rules. The rlwy. co. contributed to the funds of the society. The rules provided compensation for other accidents than those covered by the Employers' Liability Act, 1880, but restricted the compensation to less than the amount which could be recovered under that Act, which contained provisions forfeiting benefits in default of notice of an accident, in case of various breaches of the regulations, and referring disputes to arbitration:—*Held*, that the agreement to become a member of the society and to be bound by its rules was part of a contract of service into which an infant was competent to enter:—*Held*, also, that the contract was an answer to an action against the rlwy. co. by the infant under the Act, for the restrictive covenants were such as an insurance society might reasonably make for the protection of its funds; and the contract taken as a whole was for the benefit of the infant and binding on him. *CLEMENTS v. LONDON AND NORTH WESTERN RAILWAY*

— C. A. [affirm. Div. Ct. [1894] 2 Q. B. 482]

— *Lease by.*

See SPECIFIC PERFORMANCE. 1.

6. — “Necessaries”—*Bill of exchange—Acceptance.* An infant cannot bind himself by the acceptance of a bill of exchange, even although the bill be given for the price of necessities supplied to him during infancy, and such an acceptance is wholly void. *In re SOLTYKOFF. Ex parte MARGRETT* — C. A. [1891] 1 Q. B. 413

7. — “Necessaries”—*Payment of premium.* A covenant under seal was entered into by an infant, with the consent of his guardian, that he would pay what was held to be a reasonable premium, if he were taught the business to which he was apprenticed. In an action to recover the balance of the premium, the jury found that the deed was a provident and proper arrangement, and necessary if the infant wished to learn the

INFANT—Contracts—continued.

business, and that the premium was fair and reasonable, and that instruction had been given under the deed:—*Held*, that the liability of the infant for necessary instruction duly provided stood on the same footing as that for ordinary necessities supplied to him, and that the master could recover for the instruction as necessities without reference to the covenant. *WALTER v. EYERARD* — C. A. affirm. *Grantham J.* [1891] 2 Q. B. 369

8. — *Repudiation—Shares—Right to recover.* An infant, applied for shares in a co., and paid the amount due on application and allotment. No dividend was received by her, nor did she attend any meetings. While still under age she brought an action to remove her name from the register and for the return of the moneys. The co. then went into liquidation:—*Held*, that the only advantage the infant got was the allotment of the shares and the fact that her name was for a time on the register, which was not sufficient to support the contract, and that she was entitled to prove in the liquidation for the amount paid for the shares. *HAMILTON v. VAUGHAN-SHEERIN ELECTRICAL ENGINEERING CO.* — *Stirling J.* [1894] 3 Ch. 589

— *Signature of memorandum of association by.*

See COMPANY—REGISTRATION. 3.

Custody.

By the Custody of Children Act, 1891 (54 & 55 Vict. c. 3), the law relating to the custody of children was amended.

By the Prevention of Cruelty to Children Act, 1894 (57 & 58 Vict. c. 41), which repealed and consolidated the law as to cruelty to children, provision was made as to the custody of children.

1. — *Action in England for judicial separation against domiciled Scotchman.* A wife had brought an action in England for judicial separation from her husband, a domiciled Scotchman, and had removed the children to England, and the First Div. of the Court of Session had by interlocutor ordered her to give custody of them. On her undertaking to abandon the proceedings in England and to commence without delay an action in Scotland the H. L. recalled the interlocutor and remitted the cause to the Court of Session to sist the proceedings pending the decision of such action: the wife to have interim custody of the children, and the husband reasonable access. *GIBBS (or STEVENSON) v. STEVENSON* [H. L. (8.) [1894] W. N. 104]

2. — *Appointment of guardian by mother.* The provisional appointment or nomination by a mother, during the father's lifetime, under s. 3, sub-s. 2, of the Guardianship of Infants Act, 1886, of guardians of her infant child after her death, should be, in form, an appointment of guardians to act “jointly with the father.” Conditions on which the Court will, after the mother's death, confirm such appointment or altogether displace the father considered. *In re G* — (AN INFANT) — *Kekewich J.* [1892] 1 Ch. 292

3. — *Appointment of guardian by mother—Removal—Jurisdiction.* The jurisdiction of the Court, so far as it relates to infants not wards of Court, is limited to the appointment and removal

INFANT—Custody—continued.

of guardians. The Court has jurisdiction to remove a guardian appointed by the mother under the Act of 1886, if satisfied that it is for the benefit of the infant to do so. The parents of two children were Roman Catholics. After the father's death the mother became a Protestant, and appointed as guardian a Protestant lady, who took care of the children for some time during the mother's lifetime, and brought them up as Protestants. The Court under the circumstances refused to remove the guardian appointed by the mother. *In re McGRATH (INFANTS)*

[North J. [1892] 2 Ch. 496; affirm. by C. A. [1893] 1 Ch. 143]

4. — *Guardianship—Religion.* Where an orphan, the child of a Protestant father and Roman Catholic mother, had been left without a guardian, the Court, considering only the welfare of the child, but having due regard to the wishes of the father as to her religious education, ordered her to be delivered to the mother's cousin, a Protestant, to be brought up as a Protestant, although the child had been, with the father's consent, baptized as a Roman Catholic. An antenuptial agreement as to the religion of the children is not binding on the father nor on the Court. *In re VIOLET NEVIN (AN INFANT)* — Chitty J.

[affirm. by C. A. [1891] 2 Ch. 299]

5. — *Illegitimate child—Custody.* (A) In determining who is entitled to have the custody and control over an illegitimate child, the Court, in exercising its jurisdiction with a view to the benefit of the child, will primarily consider the wishes of the mother. *REG. v. BARNARDO. JONES' CASE* C. A. affirm. Div. Ct. [1891] 1 Q. B. 194;

[affirm. by H. L. (E.) *sub nom.* BARNARDO v. MCHUGH [1891] A. C. 388]

(b) The authorities do not establish the proposition that the legal rights of the mother of an illegitimate child as to its custody are the same as those of the father of a legitimate child. But *semble*, that the obligation cast on the mother of an illegitimate child by 4 & 5 Will. 4, c. 76, s. 71, to maintain it till it attains the age of sixteen, involves a right to its custody. *Per* Lords Herschell and Field in *BARNARDO v. MCHUGH*

[H. L. (E.) [1891] A. C. 388]

6. — *Paternal authority controlled by external circumstances.* The extent to which the Court will interfere with a father's legal power over his children considered in a case where the common law as modified by a Canadian statute framed on the principle of Talfourd's Act applied. *SMART v. SMART* — J. C. [1892] A. C. 425

7. — *Right of parent to guardianship.* The Court will consider the interests of the child if it be essential, and for its interests will refuse the legal guardian the custody of the child even without misconduct on the guardian's part. *Reg. v. GYNGALL* — C. A. [1893] 2 Q. B. 232

And see DIVORCE—CHILDREN.

Maintenance.

1. — *Accumulations—Capital or income.* Where a testor. gave to an infant an immediate vested life interest in his residuary estate:—*Held*, that the income which accumulated, after

INFANT—Maintenance—continued.

maintenance, between the testor's death and the infant's marriage, belonged to her absolutely and was not an accretion to capital, the immediate gift shewing an intention (sub-s. 3) to exclude the provisions of sub-s. 2, s. 43, of the Conveyancing Act, 1881. *In re HUMPHREYS. HUMPHREYS v. LEVETT* — C. A. [1893] 3 Ch. 1

2. — *Advancement.* The legal operation and effect of clauses for maintenance and advancement where no legal estate is vested in the trustees, discussed and stated. *DEAN v. DEAN* [Chitty J. [1891] 3 Ch. 150]

3. — *Child above sixteen—Divorce cause.* The Court has power to make orders in a divorce cause respecting the custody, maintenance, and education of children during the whole period of their infancy—that is, till they attain the age of twenty-one years. *THOMASSET v. THOMASSET*

[C. A. revers. *Jenne Pres.* [1894] P. 295]

And see DIVORCE—CHILDREN.

4. — *Contingent gift of leaseholds—Share vesting at twenty-one—Separation from general estate.*

(A) A testor. gave leasehold property upon trust to pay the income to his daughter during her life, and after her death to transfer the same to all her children, in equal shares, the shares to vest at twenty-one, and in the case of daughters at twenty-one or marriage. The testor. gave his residuary estate upon certain trusts. The daughter died leaving several children, all infants:—*Held*, that the effect of the bequest being to separate the leaseholds from the general estate of the testor., the intermediate income until one of the children attained a vested interest was applicable to the maintenance of the infants. *In re WOODIN. WOODIN v. GLASS*

[C. A. revers. North J. [1895] 2 Ch. 309]

(B) A testor. gave leasehold property in trust to pay the income to his daughter for life, and after her death to all her children equally, the shares to vest at twenty-one or, in the case of daughters, at marriage. She died leaving infant children:—*Held*, that the effect of the bequest was to separate the leaseholds from the general estate of the testor., and the principle, that where a fund was directed to be set apart from the rest of the testor's estate it carried the income with it, applied, and that the intermediate income went with the shares and might be applied to the maintenance of the infants. *In re WOODIN. WOODIN v. GLASS* — C. A. revers.

[North J. [1895] 2 Ch. 309]

5. — *Contingent interest—Intermediate income.* (A) A testor. gave his residuary estate, subject to certain annuities, to a class for life, contingently on their attaining twenty-one:—*Held*, that the surplus income could not be employed for the maintenance of infants, but belonged to such of the class as had attained twenty-one, and that s. 43 of the Conveyancing Act, 1881, did not apply. *In re JEFFERY. BURT v. ARNOLD* — North J. [1891] 1 Ch. 671

[This case was overruled in *In re HOLFORD. HOLFORD v. HOLFORD*, C. A. [1894] 3 Ch. 30, (D) below.]

(B) Trustees held to have power under s. 43 of the Conveyancing Act, 1881, to devote, for the

INFANT—Maintenance—continued.

maintenance of infants, the intermediate income of property in which the infants had, under a will, an interest contingent on their coming of age while all the class are infants and unmarried.

(a) *In re BURTON'S WILL. BANKS v. HEAVEN*
[Chitty J. [1892] 2 Ch. 38]

(b) *In re ADAMS. ADAMS v. ADAMS*
[North J. [1893] 1 Ch. 329]

Whether the first infant who attains twenty-one would be entitled to the whole income, *quære*.

(a) *In re BURTON'S WILL. Chitty J.*
[1892] 2 Ch. 38, at p. 46

(b) *In re ADAMS. ADAMS v. ADAMS*
[North J. [1893] 1 Ch. 329]

[*In re ADAMS was overruled in In re HOLFORD. HOLFORD v. HOLFORD, (D) below.*]

(c) Where a testor. gave a fund to grand-nephews and nieces in equal shares as tenants in common contingent on their attaining twenty-one, and where some of the class had, and others had not, attained that age:—*Held*, that the income belonged to those of the class who had attained twenty-one in equal shares as tenants in common, notwithstanding that the will directed the income of the share of each of the class during minority to be paid to the parent forming the connecting link with the testor. for the exclusive benefit of such parent. *In re CALDWELL. HAMILTON v. HAMILTON. Kekewich J. [1894] W. N. 13*

(d) A testor. gave his residuary personality on trust to divide it equally between such of a class of six as should attain twenty-one. One of the class who had alone attained twenty-one, *held* entitled to one-sixth of the original capital and of the accumulated fund and income down to the time of her interest vesting, but not to the income of the remaining five-sixths of the capital of the fund during the suspense of vesting: the income of such five-sixths being applicable, under s. 43 of the Conveyancing Act, 1881, during the suspense to the maintenance of the five infants. *In re HOLFORD. HOLFORD v. HOLFORD. C. A. [affirm. Chitty J. [1894] 3 Ch. 30]*

(e) Property was settled on trust for such members of a class (capable of increase) as should attain twenty-one:—*Held*, that the accumulated income was divisible into as many shares as there were members in existence; that one share was payable to each adult; and one share was applicable under s. 43 of the Conveyancing Act, 1881, for the maintenance of each infant. *In re JEFFERY. ARNOLD v. BURT. North J. [1895] 2 Ch. 577*

6. — *Contingent interest—Specific contingent legacy—Right to intermediate income.* Where there is a specific gift to an infant on attaining twenty-one, the intermediate income does not pass.

But where a specific legacy is segregated from the mass of the testor's estate, to go as a contingency it carries with it all accretions to the contingent legatee on the happening of the contingency.

Therefore, where stock was bequeathed on trust for such of a class as shall attain twenty-one, *held* that the members of the class on attaining twenty-one were entitled to the intermediate income, and by s. 43 of the Conveyancing Act,

INFANT—Maintenance—continued.

1881, the trustees had power to allow maintenance out of the income. *In re CLEMENTS. CLEMENTS v. PEARSALL. Chitty J. [1894] 1 Ch. 665*

7. — *Contingent interest—Trustees—Discretion—Jurisdiction of Court to interfere.* A testor. declared that after the decease or marriage again of his wife, his trustees should apply the whole or such part of the income of the expectant share of any child for or towards the maintenance, &c., of such child. The widow married again, and the trustees declined to make her an allowance towards the infant's maintenance:—*Held*, that there was no absolute trust to apply the income for the maintenance, but a discretionary trust, equivalent to a power, and that the Court would not interfere with the *bond fide* exercise of the trustees' discretion. *In re BRYANT. BRYANT v. HICKLEY. Chitty J. [1894] 1 Ch. 324*

— *Legacy to infant by parent—Interest by way of maintenance.*

See WILL—LEGACY. 9.

— *Poor-law settlement.*

See POOR—Settlement.

— *"Refuse or neglect" to reside in mansion-house.*

See WILL—CONDITION. 4.

Next Friend.

1. — *Costs of useless litigation.* Costs of unsuccessful litigation by next friend.

(A) Observations of Lindley L.J. *In re FISH. BENNETT v. BENNETT [1893] 2 Ch. 413, at p. 423*

(B) *In re HICKS. LINDON v. HEMERY*
[North J. [1893] W. N. 138]

2. — *Discovery.* The next friend of an infant *pltf.* is not a "party" to the action who can be ordered to make discovery of documents. *SCOTT v. CONSOLIDATED BANK*

[Kekewich J. [1893] W. N. 56]

[*But see now Rules of the Supreme Court, Nor. 1893, r. 16 (O. XXXI., r. 29).*]

Offences by.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 4 (B); ELEMENTARY EDUCATION. 3.

Party to action.

Discovery of documents. An infant party to an action cannot be compelled to make discovery of documents. *CURTIS v. MUNDY*

[Div. Ct. [1892] 2 Q. B. 178]

[*But see now Rules of the Supreme Court, Nor. 1893, r. 16 (O. XXXI., r. 29).*]

See also DIVORCE—PRACTICE. 4.

— *Partner.*

See BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice. 16.

Property.

Jurisdiction. The jurisdiction of the Court over the real estate of an infant with regard to sale or raising money for the benefit of the infant or the estate, considered. *In re DE TEISSIER'S SETTLED ESTATES. In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE TEISSIER*

[Chitty J. [1893] 1 Ch. 153]

— *Legacy to.*

See WILL—LEGACY. 9, 10.

INFANT—*continued.***Settlement by.**

1. — *After-acquired property.*] By s. 1 of the Infants Settlement Act, 1855, an infant is empowered, with the sanction of the Court, to enter into a covenant to settle after-acquired property; and such a covenant will apply to and bring within the settlement an interest acquired by the settlor under the will of a person who dies after the execution of the settlement, as being property in expectancy within s. 1 of the Act. *In re JOHNSON. MOORE v. JOHNSON*

[North J. [1891] 3 Ch. 48]

2. — *After-acquired property—Election—Compensation.*] Covenant by husband and infant wife in an antenuptial settlement, drawn in the ordinary form but not approved by the Court, to settle the wife's present and future property. On the marriage being dissolved, a declaration was sought that the covenant was inoperative:—*Held*, (1) that the covenant was inoperative, except as to property which had already fallen into possession; (2) that if the wife elected to avoid the covenant her reversionary interests in other property under the settlement and in a house settled by deed of even date recited in the settlement, should be impounded to compensate those who lost by her election, but that such compensation was subject to the restraints on anticipation. *HAMILTON v. HAMILTON* North J. [1892] 1 Ch. 396

3. — *Appointment—Death under twenty-one.*] In order to make a settlement on her marriage, an infant, with the sanction of the Court, exercised a general power of appointment. The infant died under age and without issue:—*Held*, that, as she was not tenant in tail, the appointment was good, notwithstanding her death under age; that by the appointment she had, subject to the settlement, made the property her own, and that, on failure of the limitations in the settlement, it passed to her husband as her administrator. Sect. 2 of the Infants Settlement Act, 1855, does not avoid appointment under s. 1, except where the infant is tenant in tail. *In re SCOTT. SCOTT v. HANBURY* — North J. [1891] 1 Ch. 298

4. — *Repudiation—Reasonable time—Costs.*] Covenant to settle after-acquired property. A husband sought, five years after he came of age, to set aside a marriage settlement which had been made when he was an infant. The settlement was for his benefit as an infant, but had not been confirmed by the Court:—*Held*, by H. L. (E.) and by C. A. (revers. Romer J.) that (1) the settlement was voidable, not void; (2) the repudiation came too late; (3) in order to establish the invalidity of an infant's repudiation of a contract after he comes of age, it is not necessary to shew his knowledge of the facts and of his rights, as in a case of waiver, acquiescence, or election. *CARTER v. SILBER. CARTER v. HASLUCK* — Romer J. [1891] 3 Ch. 553;

[C. A. [1892] 3 Ch. 278; C. A. affirm.]

[by H. L. (E.) *sub nom.* EDWARDS v. CARTER [1893] A. C. 360]

5. — *Repudiation—Reasonable time.*] (A) Application to set aside a settlement made in 1857, without the sanction of the Court, on the

INFANT—*Settlement by—continued.*

marriage of the applicant, then an infant. Nothing was received under the settlement until 1890:—*Held*, that the repudiation was made in reasonable time, as there was no reason why the applicant should take any steps in the matter until the settlement took effect. *In re JONES. FARINGTON v. FORRESTER* North J. [1893] 2 Ch. 461

(B) Application made in 1890 after divorce to set aside settlement made in 1879, *held* to be made in reasonable time. *HAMILTON v. HAMILTON* [North J. [1892] 1 Ch. 396]

6. — *Repudiation—Married Women's Property Act, 1882.*] An infant on her marriage in 1890 joined with her husband in assigning a sum to trustees of her settlement:—*Held*, that the sum was effectually included in the settlement by the husband's assignment, and could not be dealt with by the wife, notwithstanding her disavowing the settlement on attaining twenty-one. Effect of ss. 2, 19, of the Married Women's Property Act, 1882, considered. *STEVENS v. TREVOR-GARRICK* — Chitty J. [1893] 2 Ch. 307

7. — *Wife an infant—Deed by wife on majority affirming settlement.*] Where a wife after attaining twenty-one by deed affirms a settlement executed by her before marriage whilst an infant, such settlement is binding on her, even though it be unacknowledged and contain a covenant to settle after-acquired property. *In re HODSON. WILLIAMS v. KNIGHT* [Chitty J. [1894] 2 Ch. 421]

Ward of Court.

1. — *Enforcement of order for custody.*] Notwithstanding the changes made by the Judicature Acts, there still is such an officer as the "Sergeant-at-Arms attending the Court," and he is the proper officer to execute and enforce all orders for the production or custody of a ward of Court. *G— v. L—*

[Chitty J. [1891] 3 Ch. 126]

2. — *Marriage after attaining twenty-one—Settlement.*] A. obtained leave of the Court to pay his addresses to a ward of Court on an undertaking that he would abide by the directions and orders of the Court. No directions were given or applied for. Immediately after the ward came of age she made a settlement of her property, giving a joint power of appointment to husband and wife in priority to the other trusts, and the marriage was arranged to take place without the consent of the Court:—*Held*, that A.'s undertaking operated only so long as the lady continued to be a ward of Court, and A. would not be committing a contempt in marrying, and that the Court had no jurisdiction to restrain the parties from marrying, or the ward from disposing of her property as she pleased. *BOLTON v. BOLTON*

[C. A. [1891] 3 Ch. 270]

INFERIOR COURT.

PROCEEDINGS GENERALLY.] *Reports with tables as to proceedings in the County Courts and other Courts for the Recovery of Small Debts during each of the years 1890–1894 is included in Part II. of the Judicial Statistics for those years.*

INFERIOR COURT—continued.

The Statistics for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1894	C. 7510	95	1	s. d. 0 10
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

- British Tolzey Court.
See "Table of Rules and Orders Issued," p. ccclix.
- City of London Court.
See COUNTY COURT. Appeal. 1; Jurisdiction. 5—7.
LONDON CITY—Administration of Justice—City of London Court.
- County Courts.
See COUNTY COURT.
- Liverpool Court of Passage.
See LIVERPOOL COURT OF PASSAGE.
- Mayor's Court of London.
See LONDON—CITY—Administration of Justice—Mayor's Court.
- Oxford Vice-Chancellor's Court.
See OXFORD—Vice-Chancellor's Court.
- Salford Hundred Court.
See SALFORD HUNDRED COURT.

INFORMATION.

- See CANADA — Provincial Law — Quebec. 3.
- Dismissal—Costs.
See SUMMARY PROCEEDINGS—Jurisdiction. 3.
- Evidence of order of Commrs. of Inland Revenue.
See SUMMARY PROCEEDINGS—Jurisdiction, &c. 5.
- Separate informations.
See SUMMARY PROCEEDINGS—Jurisdiction, &c. 16.
- Two offences in one information.
See SUMMARY PROCEEDINGS—Jurisdiction, &c. 7.

INFRINGEMENT.

- of Copyright.
See COPYRIGHT—Infringement.
- of Copyright in Design.
See DESIGN—Infringement.
- of Patent.
See PATENT—Infringement.
- of Trade-marks.
See TRADE-MARK—INFRINGEMENT.
- of right to Trade Name.
See TRADE NAME. 1.

INJUNCTION.

- See PRACTICE—INJUNCTION.
- By way of Specific Performance.
See LANDLORD AND TENANT—LEASE. 19.
- against building encroachment.
See PARTITION. 7.

INJUNCTION—continued.

- Witnesses examined by foreign tribunal.
See DIVORCE—JURISDICTION. 4.

INJURIOUS TO HEALTH.

- Ingredient or matter.
See ADULTERATION—Articles of Food.

INNKEEPER.

1. — *Liability—Loss of guest's property—Onus probandi.* To relieve an innkeeper of his statutory liability under 26 & 27 Vict. c. 41, to the extent of £30 for loss of a guest's property, the innkeeper must shew contributory negligence on the part of the guest. To enable the guest to claim more than £30, he must shew that the loss occurred through the "wilful act, default, or neglect" of the innkeeper:—*Held*, by C. A., on the facts, that neither party had proved default by the other:—*Held*, by A. L. Smith J. and Fry L.J., that the plff. was not a "guest," and the innkeeper was not liable. *MEDAWAR v. GRAND HOTEL CO.* — C. A. (Fry L.J. diss.) [revers. A. L. Smith J. [1891] 2 Q. B. 11]
2. — *Lien—Goods of third person* A commercial traveller who travelled for the plffs. went in the course of their business to stay as a guest at the deft.'s inn. While he was there the plffs. sent to him certain parcels of goods for sale in the district. The deft. at the time they were received into his inn had express notice that the goods were the property of the plffs., but he received them as the baggage of the traveller who subsequently failed to pay for his board and lodging in the inn:—*Held*, that the deft. had a lien upon the goods in respect of the debt. *ROBINS & CO. v. GRAY* [Div. Ct. [1895] 2 Q. B. 78; affirm. by C. A. [1895] 2 Q. B. 501]

INNOCENT PURCHASER.

- Infringement of trade-mark — Dealings of small amount—Costs.
See TRADE-MARK—INFRINGEMENT. 1.

INNS OF COURT.

- Consolidated regulations of the four Inns of Court as to the admission of students, calls to the bar, &c.* W. N. July 18, 1891, p. 321.

INQUEST.

See CORONER.

INQUISITION.

- Lunatic.
See LUNATIC—Judicial Inquisition, &c.

INQUIRY.

- Lunacy.
See LUNATIC—Judicial Inquisition, &c.

INSANITY.

- See LUNATIC.
- of Wife.
See DIVORCE—INSANITY.

INSOLVENCY.

- Will shewing.
See PROBATE—GRANT OF ADMINISTRATION. 5.

INSOLVENT ESTATES.

- Administration.
See BANKRUPTCY—INSOLVENT ESTATES.

INSPECTION.

- Consols.—*Estui que trust's* right to search for incumbrances.
See TRUSTEE—DUTIES AND LIABILITIES—Discretion. 5.

INSPECTION—continued.

— of Documents.

See **LUNATIC—Judicial Inquisition. 7 ;**
PRACTICE—DISCOVERY—Inspection of
Documents.

— of Exhibits to affidavits.

See **PRACTICE—EVIDENCE. 13.**

— of Testamentary papers.

See **PROBATE—GRANT OF PROBATE. 10.**

INSTALMENTS.

— under Bill of Sale.

See **BILL OF SALE—STATUTORY FORM—**
Instalments.

— under Mortgage.

See **MORTGAGE—FIXTURES. 1.**

INSTITUTION.

— for lunatics.

See **LUNATIC—Institution.**

INSTRUCTIONS.

— for Brief.

See **COMPANY—WINDING-UP—COSTS. 3.**

"INSTRUMENT."

See **MARRIED WOMEN'S PROPERTY—Con-**
voyance. 3.

— Whether bill of sale or not.

See **BILL OF SALE—INSTRUMENT, &C.**

INSUFFICIENCY.

— of Mortgage Security.

See **TRUSTEE—DUTIES AND LIABILITIES**
—Breach of Trust. 11.

INSURANCE, ACCIDENT.

1. — *Policy, construction of—"External" injury.* A policy insured against accidents caused by "violent accidental, external and visible means," but not against accidents arising from "natural disease or weakness or exhaustion consequent upon disease." The *pltf.* injured his knee while stooping to pick up something from the floor. He had never suffered from any weakness of the knees or knee-joint:—*Held*, that this accident arose from "external means," and also by "violent accidental and visible" means within the meaning of the policy. **HAMLIN v. CROWN ACCIDENTAL INSURANCE CO. - C. A. [1893] 1 Q. B. 750**

2. — *Policy, construction of—"From."* A policy insured against "claims for personal injury in respect of accidents caused by vehicles for twelve calendar months from Nov. 24, 1887" to the amount of "£250 in respect of any one accident." A tramcar was overturned, forty persons injured, and compensation to the amount of £833 claimed. The *defts.* said the overturning was one accident, and refused to pay more than £250:—*Held*, that "any one accident" meant "injury in respect of which a person claimed compensation," and the *defts.* were liable for the £833. "From" *held* to exclude Nov. 24, 1887, and to include Nov. 24, 1888, the day of the accident. **SOUTH STAFFORDSHIRE TRAMWAYS CO. v. SICKNESS AND ACCIDENT ASSURANCE ASSOCIATION [C. A. & Div. Ct. [1891] 1 Q. B. 402**

See **INFANT—Contracts. 5.**

INSURANCE, FIRE.

1. — *Condition precedent—Arbitration.* A condition in a policy required that where a difference arose as to the amount payable in case of

INSURANCE, FIRE—continued.

fire, the matter should be referred to arbitrators to be chosen by the parties; and also, that before an award no action should be brought:—*Held*, that an award as to damage was a condition precedent to bringing the action. **CALEDONIAN INSURANCE CO. v. GILMOUR - H. L. (S.) [1893] A. C. 85**

And see **SCOTTISH LAW—Arbitration. 1.**

2. — *Condition precedent—Warranty.* A policy was taken out which the *pltf.* warranted to be identical in rate, terms, and interest with the policies of two other companies. The policy as a fact, differed considerably from both:—*Held*, that the warranty was a condition precedent to the existence of any obligation, and the breach in the warranty avoided the policy. **BARNARD v. FABER - C. A. [1893] 1 Q. B. 340**

3. — *Warranty of truth of statements in proposal—Condition.* Where in the proposal for a policy of insurance against fire the applicant warrants the statements therein to be true, a contract on the part of the insured that the facts are such as they are represented to be is imported. **HAMBROUGH v. MUTUAL LIFE INSURANCE CO. OF NEW YORK - C. A. [1895] W. N. 18**

INSURANCE, LIFE.

1. — *Friendly society.* An insurance by a member of a friendly society therein effected under 13 & 14 Vict. c. 115, s. 2 (1), does not fall within 14 Geo. 3, c. 48, s. 2, and does not therefore require to have inserted the name of the person for whose benefit it is effected. **ATEKINSON v. ATEKINSON - Chitty J. [1895] W. N. 114 (3)**

2. — *Insurable interest.* A promise by *pltf.* to the mother of a child, the *pltf.*'s step-sister, to take care of the child:—*Held*, to give an insurable interest so far as to secure repayment of the expenses undertaken by her. **BARNES v. LONDON, EDINBURGH AND GLASGOW LIFE INSURANCE CO. - Div. Ct. [1892] 1 Q. B. 864**

— *Keeping up premiums as between tenant for life and remainderman.*

See **TENANT FOR LIFE—Apportionment. 12.**

3. — *Knowledge of agent—Construction of policy.* An illiterate person, blind of one eye, signed, at the request of an agent of an insurance co., an application for a policy on a form which stated that he had no physical infirmity. The policy agreed to pay £250 for (*inter alia*) the loss of one eye and £500 for total blindness. The insured lost his remaining eye by an accident:—*Held*, that the knowledge of the agent that the insured was blind of one eye affected the co., that the policy was good, and the insured could recover as for total blindness. **BAWDEN v. LONDON, EDINBURGH AND GLASGOW LIFE INSURANCE CO. [C. A. [1892] 2 Q. B. 534**

4. — *Policy in favour of wife and children—Joint tenancy.* In 1877, A. insured his own life, and the policy declared that the funds of the co. should be liable to the payment of the sum insured to the wife and children of the assured, pursuant to the provisions of the Married Women's Property Act, 1870. A. died in 1891, leaving a widow and children:—*Held*, that the widow and children took as joint tenants. *In re DAVIES' POLICY TRUSTS - Chitty J. [1892] 1 Ch. 90*

INSURANCE, LIFE—continued.

5. — *Policy in favour of wife—Death of insured through crime of wife.*] The exors. of a person who has effected an insurance on his life for the benefit of his wife can maintain an action on the policy notwithstanding that his death was caused by a felonious act of his wife. The trust created by the policy under s. 11 of the Married Women's Property Act, 1882, having been defeated by reason of her crime, the insurance money becomes part of the assured, and as between his legal representatives and the insurers no question of public policy arises to afford a defence to the action. *CLEAVER v. MUTUAL RESERVE FUND LIFE ASSOCIATION* - - C. A. [1892] 1 Q. B. 147

6. — *Provision for wife and children of assured.*] A policy of insurance gave a power of nomination to the assured, and provided that in default the moneys should go to his widow and children. The will of the insured, who never made any nomination, disposition or charge affecting the policy, contained a gift of residue, but did not refer to the policy or to sums due on any assurances:—*Held*, that the policy was valid and that the moneys were distributable under the provisions of the policy, and not as residuary estate. *In re DAVIES. DAVIES v. DAVIES* [North J. [1892] 3 Ch. 63

7. — *Salvage premiums—Reimbursement.*] On an assignment of leaseholds, subject to a mortgage to an insurance co. which was collaterally secured by a policy, it was agreed that the policy should belong to the vendor, who was to pay the premiums. This he failed to do, and the purchaser had to pay several premiums to prevent the mortgage being called in. The policy finally lapsed, but the insurance co. *ex gratia* allowed the surrender value, which was less than the salvage premiums, and wrote the amount off the mortgage debt. The vendor claimed to have a lien on the leaseholds for the amount, and a declaration that he as surety stood in the place of the mortgagees of the policy. Claim dismissed. *TIFFETT v. STRUTT* - - North J. [1891] W. N. 112

8. — *Warranty of truth of statements in proposal—Condition.*] Where in the proposal for a policy of life insurance the applicant warrants the statements therein to be true, a contract on the part of the insured that the facts are such as they are represented to be is imported. *HAMBROUGH v. MUTUAL LIFE INSURANCE CO. OF NEW YORK* - - C. A. [1895] W. N. 18

INSURANCE, MARINE.

1. — *Abandonment—Cash advances—Prepaid freight.*] A. insured B.'s steamship; the vessel was wrecked and abandoned to A. as a constructive total loss, but the cargo was subsequently delivered:—*Held*, that in accounting to A. for the freight B. was entitled to deduct a sum advanced to the master by the charterers for the ship's ordinary disbursements at the port of loading as being subject to sea risk, capable of insurance and equivalent to a prepayment of freight, but not a sum for coals and other expenses necessarily incurred at an intermediate port as not having been incurred for freight alone. *THE "RED SEA"* [Bruce J. [1895] P. 293

INSURANCE, MARINE—continued.

2. — *Articles of association imported into policy—Alteration not legally passed.*] A. insured a ship with the M. Co. The policy imported the articles of association into the contract. Five years before the contract the co. altered their articles by adding "it shall be a condition of this insurance that the assured shall keep one-fifth (of the value of such ship) uninsured." This article was not legally confirmed, but was registered and printed on the back of the policy. A. also insured his ship with another co., so that altogether he had insured for more than four-fifths of the ship's value:—*Held*, that notwithstanding the irregularity in the procedure by which the article had been altered, it was binding on A., and that, having broken the condition, he could not recover on the policy. *MUIRHEAD v. FORTH AND NORTH SEA STEAMBOAT MUTUAL INSURANCE ASSOCIATION* H. L. (S.) [1894] A. C. 72

3. — *Attachment of risk.*] An open policy insured goods "as interest may appear or be hereafter declared" to any port of Spain west of Gibraltar, and thence inland through Spain. There was a marginal note providing that deviation or change of route not included in the policy was to be covered at a premium to be arranged. The plffs. declared under the policy a consignment of goods which had in fact, but not to their knowledge, been shipped on a vessel bound to a port east of Gibraltar. The vessel was lost west of Gibraltar before touching any Spanish port:—*Held*, that the risk had never attached, and debts were not liable. *SIMON, ISRAEL & CO. v. SEDGWICK* - - C. A. affirm. *Wright J.* [1893] 1 Q. B. 303

4. — *Chartered freight—"Cancelling of charter"—Delay through perils of the sea.*] A policy of insurance upon freight contained a provision "No claim arising from the cancelling of any charter . . . shall be allowed." The vessel was delayed by perils of the sea; no agreement to set aside the charter was made, but the voyage contemplated by the charter became impossible:—*Held*, that the charter had not been cancelled within the meaning of the provision, and that the assured were entitled to recover upon the policy. *In re JAMIESON AND NEWCASTLE STEAMSHIP FREIGHT INSURANCE ASSOCIATION*

[C. A. [1895] 2 Q. B. 90
[revers. Div. Ct. [1895] 1 Q. B. 510]

5. — *Chartered freight—Loss of hire.*] A ship was chartered from the plffs. on terms that the hire should cease if and while the ship was out of repair preventing the working of the ship for more than 24 working hours. The plffs. insured the chartered freight against the ordinary perils, including fire; the ship was damaged by fire, and the hire ceased for 13 days:—*Held*, that the plffs. were entitled to recover on their policy as the loss of hire was the direct result of one of the perils insured against. *THE "ALPS"*

[G. Barnes J. [1893] P. 103

6. — *Chartered freight—Loss of hire—Non-communication of material facts.*] A ship was chartered from the plffs. on terms that the hire should cease if and while the ship was out of repair for more than twenty-four hours. By a

INSURANCE, MARINE—continued.

slip initialled by deft. the insured risk was described as "freight chartered ^{and} or as if chartered on board or not on board" for three months "one-third diminishing each month." By the policy the insured risks were "of the seas, &c," in the usual form. Payment of hire ceased from an accident caused by sea perils for twenty-eight days. An action was brought on the policy to recover the hire so lost:—*Held*, that the deft. was liable as the hire ceased through the peril insured against, that, though the whole freight might eventually be earned, the loss due to the postponement fell on the policy, and that the description on the slip sufficiently gave the deft. notice that he was insuring freight under a time charter containing the twenty-four hours' clause. *THE "BEDOUTIN"* - C. A. affirm. G. Barnes J. [1894] P. 1

7. — *Collision clause—Tug and tow.* A policy insuring the ship *N.* from the Clyde (in tow) to Cardiff, contained a collision clause. While in tow the *N.'s* tug came into collision with and sunk another vessel, whose owners recovered damages against ship and tug:—*Held*, that the collision of the tug with the injured vessel was a collision with the *N.* within the policy. *McCOWAN v. BAINE. THE "NIOBE"*
[H. L. (S.) [1891] A. C. 401]

8. — *Collision clause—"Piers or similar structures."* Where a ship was lost through being driven by the wind and sea against a sloping bank artificially formed outside the breakwater of a harbour by laying down loose boulders in the sea to protect the breakwater:—*Held*, that the loss came within the words "loss through collision with piers or similar structures" in a policy of re-insurance. *UNION MARINE INSURANCE CO. v. BORWICK* - Mathew J. [1895] 2 Q. B. 279

9. — *Collision clause—Proviso—Construction.* A proviso to the collision clause in a policy read as follows: "This clause shall in no case extend to any sum which the assured may become liable to pay or shall pay for removal of obstructions under statutory powers consequent on such collision":—*Held*, that damages paid to owners of a ship sunk in collision with the assurers' ship in respect of the removal of the sunken ship under statutory powers was covered by the proviso, and not recoverable from the insurers. *THE "NORTH BRITAIN"* C. A. revers. G. Barnes J. [1894] P. 77

10. — *Collision clause—Proximate cause.* A ship was insured against collision with any object, but not against perils of the sea. Her paddle-wheel came into collision with a snag in a river, and the cover of the condenser was broken. The water entered the ejection-pipe and came in through the hole in the condenser. The ejection-pipe was plugged, and so long as the ship was at anchor this stopped any damage; but on her being towed into dock, the wash of the water threw out the plug, and the ship had to be beached to save the crew:—*Held*, that the collision was the proximate cause of the injury, and that the hole in the condenser was a continuing cause of damage and the real cause of the loss of

INSURANCE, MARINE—continued.

ship, and therefore the policy covered the loss. *REISCHER v. BORWICK* C. A. affirm. Kennedy J. [1894] 2 Q. B. 548

11. — *Collision clause—Sunken wreck.* A policy of re-insurance covered the risk of loss or damage through "collision with (*inter alia*) any sunken wreck." The ship ran aground and was found to be resting on the wreck of a steamer the ribs of which projected through the sand; she subsequently shifted on to a bank of iron ore which had once formed part of a ship's cargo:—*Held*, that the damage in both cases was "through collision with sunken wreck" within the clause in the policy. *THE "MUNROE"*

[G. Barnes J. [1893] P. 248]

— Contract in Writing.

See NEW SOUTH WALES—Law of New South Wales. 10.

12. — *Constructive total loss.* The doctrine of constructive total loss applies only as between an underwriter and his assured, and cannot be invoked as between shipowner and charterer. *Per Lord Esher M.R. ASSICURAZIONI GENERALI v. SS. BESSIE MORRIS CO.*

[C. A. [1892] 2 Q. B. 652, at p. 657]

13. — *Constructive total loss—Loss by fire—"Burnt."* A ship is not "burnt" within the meaning of the memorandum in a Lloyd's policy unless the injury by fire is considerable enough to constitute a substantial burning of the ship as a whole. *THE "GLENLIVET"* - G. Barnes J. [1893] P. 164; varied by C. A. [1894] P. 48

14. — *Damage to part of goods insured—Cost of examining undamaged part.* L. insured goods in cases free from average under 3 per cent., average to be recoverable on each package separately or on the whole. Part of the goods were damaged, and the whole was unpacked and examined, and the damaged part sold:—*Held*, that the underwriters were not liable for any expenses incurred in relation to any part of the cargo other than those cases which contained goods that had been damaged. *J. LYSAGHT, LD. v. COLEMAN* - C. A. affirm. Wills J. [1895] 1 Q. B. 42

— Discovery.

See PRACTICE—DISCOVERY—Documents, &c. 13.

15. — *Freight—Valued policy—Over value.* Pltffs., whose vessel was on the way to N., insured the homeward freight with defts. for £1500 on "freight valued at £5500." The value at that time was reasonable, but the ship was unavoidably delayed and freights fell, and she sailed with a full cargo the freight on which was £3250, of which £952 was paid in advance. The vessel was wrecked and £2298, the freight at risk, was lost. Pltffs. collected £3250 from other insurers and claimed £1500 from defts. The defts. contended that the valuation must be opened, and that, on the actual amount of freight at risk, the pltffs. had been fully indemnified under other policies:—*Held*, that the valuation was binding, but that £1611 must be deducted from the £3500, being a sum proportional to the £952 prepaid freight, leaving £3889 the value at

INSURANCE, MARINE—continued.

risk, and that as plffs. had already received £2298, so they were entitled to recover £639 and a small return of premium from defts. *THE "MAIN"* — *G. Barnes J. [1894] P. 320*

16. — *General average—Ship in ballast—Chartered homeward freight—"Foreign statement" clause.* A policy was granted on chartered homeward freight—general average payable "as per foreign statement if required." Expenses were incurred in harbour by ship on outward voyage in ballast, but not for preservation either of ship or freight, and included in an average statement purporting to be made up in accordance with American law:—*Held*, that, as the ship was under charter outward bound to her loading port, and the only persons interested in the ship and chartered freight were the ship-owners, there could not be any general average loss for which the underwriters were liable under the policy, and that as there was no need for any foreign adjustment, the foreign statement clause had no effect. *THE "BRIGELIA"*

[*G. Barnes J. [1893] P. 189*

17. — *General average payable per foreign statement—Adjustment—Dutch law.* Plffs. insured a ship and freight with defts. by two policies. Each provided that general average should be payable per foreign statement, and contained a sue and labour clause, and covered loss through negligence of the master. The bills of lading exempted strandings, even if occasioned by the master's negligence. The ship was stranded through such negligence, and expenses were incurred. At the port of discharge in Holland a statement was prepared of the general average expenses, and the proportions due from ship, freight, and cargo. The defts. paid their share of these, but the consignees were held by the Dutch Courts not to be liable for general average:—*Held*, that the foreign statement was conclusive between assured and underwriter as to what were general average expenses and as to their apportionment, and that the assured could not select certain items out of the expenses and allege that by English law they were particular average on the ship, or particular charges recoverable under the sue and labour clause. *THE "MARY THOMAS"* — *C. A. affirm. G. Barnes J. [1894] P. 108*

18. — *Goods not in ship at time of stranding—Freight—Valued policy.* A cargo of maize was insured for a fixed sum, including a sum for advance on freight. It was described as consisting of two separate lots to be shipped at different ports. The policy covered all risks in craft, and contained a warranty against particular average unless the ship or craft were stranded. The ship, after taking in the first lot, stranded between the foreign ports, but got off, reached the second port, and took on board the second lot of maize which had been waiting in craft, i.e., in lighters. The whole cargo was damaged on the homeward voyage:—*Held*, that particular average could not be adjusted on the maize not on board the ship at the time of the stranding, and that the insurance "in craft" only related to damage done while on craft:—*Held*, also, that the policy was to be treated as a policy on valued goods,

INSURANCE, MARINE—continued.

and not a policy where the advanced freight was separately insured. *Held*, also, that a merchant valuing his goods for a valued policy has a right to value them as at the port of destination, i.e., to include freight. *THAMES AND MERSEY MARINE INSURANCE CO. v. PITTS, SON & KING*

[*Div. Ct. [1893] 1 Q. B. 476*

19. — *"Honour" policies—"Hull and machinery"—"Disbursements."* Pltff. effected a time policy on the hull and machinery of a vessel, warranting a certain part of the value uninsured. He had also effected by "honour" policies insurance on "disbursements":—*Held*, by Kennedy J. and C. A., that the "honour" policies being on "disbursements" did not cover any part of the subject-matter of the policies on the hull and machinery, and therefore did not infringe the warranty. *Held*, also, by Kennedy J., that the "honour" policies, though void in law under 19 Geo. 2, c. 37, were effective to infringe such a warranty. *Sed quere per C. A. RODDICK v. INDEMNITY MUTUAL MARINE INSURANCE CO. Kennedy J. [1895] 1 Q. B. 836; C. A. [1895] 2 Q. B. 380*

20. — *Indemnity—Principal and agent—Duty of agent to sue.* Pltffs. hired deft.'s tug and agreed to indemnify deft. against all loss, damage, expenses, or costs to which deft. might be put by reason of collision or otherwise, and, pltff. agreed to keep the tug fully insured and to indemnify deft. to the extent of the money received by him under the insurance. A barge of pltffs. while in tow of the tug caused a collision, and pltffs. had to pay damages, costs, &c. Dft. had insured the tug for part only of its value. The insurers refused to pay the damages costs, &c.; whereon dft. offered to hand the policies over to pltffs.; but pltffs. required dft. either to sue the underwriters or to pay the damages, &c., as damages for breach of contract. On dft.'s refusal pltffs. commenced proceedings and sued dft., who paid into Court the proportion of the damages on the uninsured part of the tug's value:—*Held*, that dft. was entitled to judgment as he had not broken his contract, and was not bound without an indemnity to sue the underwriters. *WILLIAMS, TORREY & CO. v. KNIGHT. THE "LORD OF THE ISLES"* — *Bruce J. [1894] P. 342*

21. — *Insurance of profit on charter.* A ship having been chartered for a lump sum, the charterers put her up as a general ship, and goods were shipped on board under bills of lading at freights which in the aggregate exceeded the charter freight. The charterers insured their "profit on charter" by a policy which contained a warranty against average.

On arrival of the ship, part of the cargo, owing to sea damage, was in an unmerchantable condition, and freight was not payable for it; with the result that the total freights were less than the charter freight, and the charterer's profit was consequently lost:—

Held, that there had been a total loss of the subject-matter of the insurance within the meaning of the warranty:—

Held, also, that the fact that the charter freight was a lump sum and not a tonnage rate was one which the assured were not bound to disclose, for that the underwriters were put upon inquiry

INSURANCE, MARINE—continued.

to ascertain the terms of the charter, the profit on which they purported to insure. *ASFAR v. BLUNDELL* - Mathew J. [1895] 2 Q. B. 196; [affirm. by C. A. [1895] W. N. 143 (13)]

22. — *Live cattle—All risks, including mortality from any cause whatsoever—Detention in port of refuge—Extra fodder—Suing and labouring clause.* A marine policy of insurance on live cattle against all risks, including mortality from any cause whatsoever, renders the insurer liable, under the suing and labouring clause, for the extra cost of fodder supplied to the cattle whilst the vessel in which they are shipped is detained in a port of refuge for necessary repairs due to perils of the sea, for there is danger of total loss unless the expense is incurred. *THE "POMERANTIAN"* - - - [1895] P. 349

23. — *Misrepresentation—Burden of Proof.* Where insurers resist payment of a risk on the ground of misrepresentation, the burden is on them to prove very clearly the making of the misrepresentation. *DAVIES v. NATIONAL FIRE AND MARINE INSURANCE CO. OF NEW ZEALAND* [J. C. [1891] A. C. 485]

24. — *Mutual insurance.* On the construction of a mutual insurance policy, held that no one but a member of the association could sue thereon. *MONTGOMERIE v. UNITED KINGDOM MUTUAL STEAMSHIP ASSURANCE ASSOCIATION, LIMITED* - - - Wright J. [1891] 1 Q. B. 370

25. — *Particular average—Stranding—Cargo not on board.* A ship carrying rice, a parcel of which was insured with a special memorandum warranted free from particular average unless the ship be stranded, was obliged to put into port for repairs. While there, her whole cargo being on shore, she was stranded:—*Held*, that the insurers were not liable. *THE "ALSACE LORRAINE"* [G. Barnes J. [1893] P. 209]

26. — *Policy—Clause partly in print partly in writing.* A policy of marine insurance expressed to be on freight of meat, "at or from M. V. to any ports in the Rivers P., P. and U.," provided "that the assurance shall commence from the loading on board at M. V." It was known to both parties that meat could not be loaded at M. V. The words "M. V." were in writing, the rest of the clause being in print:—*Held*, that the clause was to be rejected as being absolutely inapplicable, and that the policy attached. *HYDARNES STEAMSHIP CO. v. INDEMNITY MUTUAL MARINE ASSURANCE CO.* - - - C. A. [1895] 1 Q. B. 500 [revers. Wills J. [1894] 2 Q. B. 590]

27. — *Policy on stock to be conveyed out and home by registered letter.* B. sent certificates of stock to F. at A. by registered letter. F. was to obtain new coupon sheets and return certificates and coupons to B. B. obtained from the defendants a policy upon the certificates, &c., on board "the ship or vessel called the Post Office Conveyances, Registered" "at and from London to A. and back to London" "including all risk of whatsoever nature until safely returned to B." F. misappropriated the stock:—*Held*, that the intention was to insure a single adventure beginning with the delivery of the certificates to the post office and ending with the delivery to B. of the certificates

INSURANCE, MARINE—continued.

and coupons, and that the defendants were liable under the policy. *BARING BROTHERS & CO. v. MARINE INSURANCE CO.* Cave J. [1893] W. N. 164

28. — *Re-insurance—Contract "to pay as may be paid" on original policy.* The W. Co. having insured a ship re-insured part of the rate with the E. Co. and paid the premium. The re-insurance policy contained the following clause: "Being a re-insurance applying to the lines of the W. Co., policy No. , subject to the same terms and conditions as the original policy, and to pay as may be paid thereon." The ship suffered damage by perils insured against:—*Held*, that payment by the co. on the original policy was not a condition precedent to recovery on the policy of re-insurance. *In re EDDYSTONE MARINE INSURANCE CO. Ex parte WESTERN INSURANCE CO.* - - - Stirling J. [1892] 2 Ch. 423

— *Scottish law.*

See SCOTTISH LAW—Insurance, Marine.

29. — *Warranty of truth of statements in proposal—Condition.* Where in the proposal for a policy of marine insurance the applicant warrants the statements therein to be true, a contract on the part of the insured that the facts are such as they are represented to be is imported. *HAMBROUGH v. MUTUAL LIFE INSURANCE CO. OF NEW YORK* - - - C. A. [1895] W. N. 18

INSURANCE—SECURITIES.

Deposit with bank—Insurance or suretyship—Statutory discharge. By a document headed "policy of insurance" the defts. guaranteed to the plfff. the "assured" payment of a deposit with a bank in a colony if the bank should make default in payment. The bank made default. Subsequently a scheme of arrangement was sanctioned by a meeting of creditors and the colonial Court. Under a colonial statute the scheme was binding on the plfff., who, however, did not assent to the scheme.—*Held*, by C. A. (affirm. Div. Ct.), that the defts. were liable on their contract notwithstanding the scheme of arrangement.—*Per Lord Esher M.R. and Lopes L.J.*, the contract was one of insurance against the default of the bank to pay. Therefore the defts. were liable to pay, but were entitled to be subrogated to the rights of the plfff. under the scheme of arrangement.—*Per Kay L.J.*, whether the contract was one of insurance or one of suretyship, the scheme of arrangement operated to discharge the bank under the statute and not by way of accord and satisfaction, and did not defeat the right vested in the plfff. under the contract upon default made by the bank. *DANF v. MORTGAGE INSURANCE CORPORATION* - - - C. A. [1894] 1 Q. B. 54

INTENT.

— Guilty intent—Selling food deficient in quality.

See ADULTERATION—Sale of Milk. 1.

INTERESSE TERMINI.

See LANDLORD AND TENANT—LEASE. 37.

INTEREST IN CONTRACT.

— of Director in contract.

See COMPANY—DIRECTORS—Interest in Contract.

INTEREST (DISQUALIFYING).

— Disqualification of justice by.

See JUSTICES—Disqualification by Interest.

INTEREST IN LAND.

See FRAUDS, STATUTE OF. 1, 2, 6, 9—12.

— Charge on waterworks.

See CHARITY—MORTMAIN. 5.

INTEREST ON MONEYS.

— Bankruptcy.

See BANKRUPTCY—PROOF. 5—7.

— Bill of sale.

See BILL OF SALE—STATUTORY FORM—Instalments.

— Claim for, specially indorsed on writ.

See PRACTICE—WRIT—Writ Specially Indorsed. 3, 8, 9, 14, 15, 16, 17.

— on Costs.

See PRACTICE—COSTS—Interest on Costs.

— Damages recovered for collision.

See SHIP—ADMIRALTY PRACTICE—Interest.

— Delay in completing purchase.

See VENDOR AND PURCHASER—Contract. 14, 15.

— Delay by Vendor.

See VENDOR AND PURCHASER—Conditions of Sale. 5, 6.

— on Legacy.

See WILL—LEGACY. 8.

— on Mortgage.

See MORTGAGE—INTEREST.

— on Partition.

See PARTITION. 10.

— Payment by Devisee.

See LIMITATIONS, STATUTE OF. 4.

— Rate to be charged.

See TENANT FOR LIFE—Apportionment. 15; TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 10.

1. — *Rate of interest.*] *Semble*, where interest is payable under 3 & 4 Will. 4, c. 42, s. 28, the Court is not bound to give interest at the rate of 5 per cent., but will follow the current rate of interest at the time. Observations of Kekewich J. as to the rate of interest which should be allowed in judicial proceedings. *LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO.* - *Kekewich J.* [1892] 1 Ch. 120

— *Varying with profits.*

See BANKRUPTCY—PROOF. 7; PARTNERSHIP—Contract. 5.

2. — *When payable.*] Where the instrument under which a sum is payable makes the day of payment depend on a future contingent event, such time is not a time certain within 3 & 4 Will. 4, c. 42, s. 28, and such sum does not carry interest unless there has been a demand for payment with notice that interest would be claimed, and interest cannot be given as damages for detention of the debt. *LONDON, CHATHAM AND DOVER RAILWAY CO. v. SOUTH EASTERN RAILWAY CO.* - *C. A. revers. Kekewich J.* [[1892] 1 Ch. 120; *affirm. by H. L. (E.)* [1893] A. C. 429

3. — *Wrongful taking of minerals—Interest*

INTEREST ON MONEYS—continued.

on compensation.] A claim was made in 1891 to add interest to damages certified in an action brought in 1871 for minerals wrongfully taken:—*Held*, that, although interest at 4 per cent. might have been granted at the trial, it was too late to grant it after twenty years:—*Held*, also, that the action was an equitable action for an account of profits made out of a trespass, and not an action for money had or received, or one for trover or trespass *de bonis asportatis*, within 3 & 4 Will. 4, c. 32, s. 29, so that damages could not be given in the nature of interest. *PHILLIPS v. HOMFRAY* - *C. A.* [1892] 1 Ch. 485
[*affirm. Stirling J.* 44 Ch. D. 694]

INTERIM INCOME.

See WILL—INTERIM INCOME.

INTERLOCUTORY ORDER.

See PRACTICE—APPEAL—Appeals to Court of Appeal. 19.

INTERMEDIATE INCOME.

See INFANT—Maintenance. 5, 6.

INTERNATIONAL COPYRIGHT.

See COPYRIGHT—International.

INTERNATIONAL LAW.

1. — *Alien's rights.*] An alien has not a legal right enforceable by action to enter British territory. *MUSGROVE v. CHUN TEEHONG TOY*
[*J. C.* [1891] A. C. 272]

2. — *Ambassador, immunities of—Statute of Limitations.*] The immunity of a foreign ambassador from process in the country extends for such a reasonable period after the presentation of his letters of recall as is necessary for him to wind up his official business and prepare for his return home; he is not deprived of his immunity if his successor is appointed during that period. The Limitation Act, 1623, does not begin to run against the creditors of an ambassador of a foreign State while he is in this country and duly accredited during the period above referred to. The provisions of O. XI. as to service of writs out of the jurisdiction does not annul the right under 4 Anne, c. 16, to bring an action on the return from beyond seas of a person against whom there is a right of action. *MUSURUS BEY v. GADBAN*
[*Div. Ct.* [1894] 1 Q. B. 533;

[*affirm. by C. A.* [1894] 2 Q. B. 352]

— *Copyright.*

See COPYRIGHT—International.

3. — *Divorce—Jurisdiction—Domicile.*] The only domicile internationally accepted as giving the Courts of a territory power to pronounce a decree of divorce *a vinculo* internationally valid is permanent domicile within the territory. Mere "matrimonial domicile" does not create such jurisdiction. *LE MESURIER v. LE MESURIER*
[*J. C.* [1896] A. C. 517]

4. — *Foreign sovereign—Jurisdiction—Proof of status of sovereign.*] The English Courts have no jurisdiction over an independent foreign sovereign unless he submits to the jurisdiction in the face of the Court. Therefore, where a foreign sovereign resides in England, and enters into a contract under an assumed name as if a private individual, he is not liable to be sued for a breach of the contract. A certificate from the Foreign or

INTERNATIONAL LAW—continued.

Colonial Office is conclusive as to the status of such a sovereign. *MIGHELL v. SULTAN OF JOHORE* [C. A. affirm. Div. Ct. [1894] 1 Q. B. 149]

5. — *Foreign tribunal—Absent foreigner—Personal action.* No territorial legislation can give jurisdiction which any foreign Court ought to recognise against absent foreigners who owe no allegiance or obedience to the Power which so legislates.

In all personal actions the Courts of the country in which the deft. resides, not the Courts of the country where the cause of action arose, should be resorted to.

Ex parte money decrees passed by the Court of F. against a person who had been treasurer of F., but at the date of suit had ceased to be such, and was resident in J., of which State he was a domiciled subject, *held* to be a nullity by international law. *SIRDAR GURDYAL SINGH v. RAJAH OF FARIDKOTE* — J. C. [1894] A. C. 670

6. — *Penal laws—Enforcing in foreign state.* By a law of the State of New York penalties were inflicted on debtors for "misrepresentation." The penalties were paid to the creditors in satisfaction *pro tanto* of their debt. The New York Courts had decided that actions for these penalties were criminal actions. An action was brought in an Ontario Court upon a judgment of a New York Court under this statute:—*Held*, that these actions, being by a subject to enforce in his own interest a liability for the protection of his private rights, were remedial and not penal within the rule of international law which prohibits the Courts of one state from executing the penal laws of another state:—*Held*, also, that it was the duty of the Ontario Court to decide whether the New York statute was remedial or fully penal, and that it was not bound by the interpretation of the New York Courts. *HUNTINGTON v. ATTRILL* [J. C. [1893] A. C. 160]

INTERPLEADER.

Value of the goods. The "value of the goods" within O. L. A. r. 12, of the County Court Rules, 1889, is the amount (*plus* the damages) found by the judge to be the value of the goods seized, and not the amount (*plus* the damages) paid into Court. *STUDHAM v. STANBRIDGE*

[Div. Ct. [1895] 1 Q. B. 870]

And see COUNTY COURT—Jurisdiction. 15; PRACTICE—INTERPLEADER.

INTERPRETATION.

— of Foreign penal statute.

See INTERNATIONAL LAW. 6.

— of Rules and Orders.

See "Table of Rules and Orders" judicially considered.

— of Statutes.

See STATUTES (INTERPRETATION), &c.

TABLE OF STATUTES judicially considered during the years 1891—1895.

INTERROGATORIES.

See PRACTICE—DISCOVERY—Interrogatories.

INTERVENTION.

— Of Queen's Proctor.

See DIVORCE—PRACTICE. 3, 5, 6.

INTESTACY.

Partial—Rights of widow under the Intestates' Estates Act, 1890. The Intestates' Estates Act, 1890, does not, like the Statute of Distributions (22 & 23 Car. 2, c. 10), apply to cases of partial intestacy. The phrase "testamentary expenses" in s. 6 of the first named Act is a slip in the drafting, and means expenses of letters of administration and of administration generally. *In re TWIGG*. *TWIGG v. BLACK*

[Chitty J. [1892] 1 Ch. 579]

And see EXECUTOR and PROBATE, *passim*.

INTIMIDATION.

— Trade Union.

See TRADE UNION. 4, 5.

INTOXICATING LIQUORS.

Licence, col. 394.

Offences, col. 397.

Licence.

1. *Appeal to quarter sessions—Justices equally divided—Justice withdrawing.* Sect. 9 of the Alehouse Act, 1828, which enacts that questions as to granting, &c., of licences "shall be determined by the majority of justices, not disqualified, who shall be present," does not apply to appeals to quarter sessions. On the hearing of such an appeal the justices were equally divided, and the power of adjournment being doubted, one of the justices in favour of the appeal withdrew, and the appeal was dismissed:—*Held*, that the appeal had been heard and determined. *Ex parte EVANS*

[H. L. (K.) affirm. C. A. [1894] A. C. 16]

2. — *Beerhouse licensed on May 1, 1869—Renewal.* When justices refuse an application for the renewal of a beerhouse which was licensed on May 1, 1869, and has been continuously so licensed, they must at the time of refusal state the grounds of their refusal; otherwise a mandamus to hear and determine the application will be granted. *REG. v. THOMAS*

[Div. Ct. [1892] 1 Q. B. 426]

3. — *Beerhouse licensed on May 1, 1869—Pulled down for public purpose—Transfer—Discretion.* Justices have a general discretion under s. 14 of the Alehouse Act, 1828, to refuse the transfer of licence of a beerhouse granted before May 1, 1869, and thenceforward renewed from time to time which is about to be pulled down for a public purpose, and are not limited to the four grounds mentioned in s. 8 of the Wine and Beerhouse Act, 1869. *TRAYNOR v. JONES*

[Div. Ct. [1894] 1 Q. B. 83]

And see No. 18, *below*.

4. — *Change of occupancy—Beerhouse.* In Sept., 1890, justices granted a special transfer licence to a new tenant under s. 14 of the Alehouse Act, 1828. The licence expired on Oct. 10, 1890, and on Jan. 3, 1891, the tenant made a second application under the same section for another licence to carry him on until Oct., 1891:—*Held*, that the justices had no jurisdiction to entertain a second application under the section. *REG. v. POWELL* Div. Ct. [1891] 1 Q. B. 718;

[affirm. C. A. [1891] 2 Q. B. 693]

5. — *Removal of licence-holder—Application*

INTOXICATING LIQUORS—Licence—continued.
by new tenant—Notice.] When a licence is applied for by a new tenant under s. 14 of the Alehouse Act, 1828, on the ground that the occupier has removed therefrom and yielded up possession, s. 40 (2) of the Licensing Act, 1872, does not apply, and it is not necessary to give fourteen days' notice of the application; and there is nothing in the Acts to warrant the justices in requiring fourteen days' notice as a sufficient notice. *REG. v. HUGHES* - Div. Ct. [1893] 2 Q. B. 530

6. — *Renewal—Discretion of justices.*] The discretion of justices as to granting or refusing a licence by way of renewal under the Licensing Acts, 1828, 1872, and 1874, in respect of excoisable liquors to be drunk on the premises is absolute, provided it be exercised judicially. The licensing justices have a discretion to refuse the renewal on the ground of remoteness from police supervision, and the character and necessities of the neighbourhood. *SHARPE v. WAKEFIELD*

[H. L. (E.) [1891] A. C. 173
 [affirm. C. A. 22 Q. B. D. 239]

7. — *Renewal—Grounds of refusal.*] An objection on the ground of the disorderly character of house, as evidenced by convictions of previous tenants, may be a good ground under s. 8 of the Act of 1869 for refusing to renew a licence of an old beerhouse, although no charge is made against the character of the applicant or his management of the house. *REG. v. JUSTICES OF MISKIN HIGHER*
 [Div. Ct. [1893] 1 Q. B. 275]

8. — *Renewal—New tenant.*] An application was made under s. 14 of the Alehouse Act, 1828, for a licence by a second new tenant after refusal of renewal to new tenant and expiry of licence:—*Held*, that the justices had jurisdiction to grant the application. *BALDWIN v. JUSTICES OF DOVER* - Div. Ct. [1892] 2 Q. B. 421

9. — *Renewal—Notice of appeal—Service—Power of justices to state a case.*] Licensing justices are "a court of summary jurisdiction" (Interpretation Act, 1889, s. 13, sub-s. 11), and appeals from them are governed by s. 31 of the Summary Jurisdiction Act, 1879. Licensing justices have therefore power to state a case. A notice of appeal by case stated to quarter sessions was served on the justices' clerk, the head constable, and on several, but not all, of the justices:—*Held*, that the service on the clerk was in itself sufficient. *REG. v. JUSTICES OF GLAMORGANSHIRE* (No.). *REG. v. JUSTICES OF PONTYPOOL*
 [Div. Ct. affirm. by C. A. [1892] 1 Q. B. 621]

10. — *Notice of application for certificate—Computation of time.*] The twenty-one days' notice required by s. 7 of the Wine and Beerhouse Act, 1869, is to be computed, not from the first day of the licensing sessions, but from the day on which the application is actually heard. *REG. v. POWNALL* - Div. Ct. [1893] 2 Q. B. 158

11. — *Renewal of licence—Notice of objection—Omission to state grounds of refusal.*] On appeal from refusal of a licence all the objections which were open before the justices are open before the quarter sessions. The holder of a licence, the renewal of which could only be refused on one

INTOXICATING LIQUORS—Licence—continued.
 or more of four grounds specified in the Wine and Beerhouse Acts, 1869, 1870, had been served with notice of objection in due time. The justices refused the renewal, but omitted to state on what ground. The holder appealed to quarter sessions, and was not served with fresh notice of objection. At the appeal he contended that as the justices had stated no ground for their decision the appeal should be granted. The Court overruled this contention, and proceeded to hear the case on its merits. The appellant then withdrew, declining to take further part in the proceedings. The Court heard the appeal and dismissed it, giving no ground for the refusal:—*Held*, that the appeal had been heard and determined. *Ex parte GORMAN*
 [H. L. (E.) affirm. C. A. [1894] A. C. 23]

12. — *Renewal—Notice of opposition—Service.*] The written notice under s. 42 of the Licensing Act, 1872, of intention to oppose the renewal of a licence need not be served on the holder personally. It is sufficient if it be left with a servant on the licensed premises. *Ex parte PORTINGELL* - C. A. affirm. Div. Ct. [1892] 1 Q. B. 15

13. — *Renewal—Notice of opposition—Service—Time.*] The words in s. 42, sub-s. 2, of the Licensing Act, 1872, which require notice of opposition to a renewal to be served on the licensed person "not less than seven days before the commencement of the general annual licensing meeting," must be taken to mean the commencement of the adjourned meeting for the part of the petty sessional division in which the licensed house is situate, and not necessarily the first annual meeting in the division. *REG. v. JUSTICES OF ANGLESEA* (No. 1)
 [Div. Ct. [1892] 1 Q. B. 850]

14. — *Renewal—Notice of opposition—Notice not purporting to be by direction of justices.*] That a notice given under s. 42 of the Licensing Act, 1872, does not state on its face that it is given by direction of the justices is an irregularity which is waived by the appearance of the appellant. An appeal in such a case to quarter sessions is a rehearing; and that Court can entertain and decide on any objection raised by the notice. *WHIFFEN v. JUSTICES OF MALLING*
 [C. A. [1892] 1 Q. B. 322]

15. — *Renewal—Notice of opposition—Person holding temporary authority to carry on business.*] A person holding an interim authority under 5 & 6 Vict. c. 44, s. 1, to carry on business is not a "licensed person" applying for a renewal of "his" licence, within s. 42 of the Act of 1872, and is therefore not entitled to the notice therein mentioned. Where a case is stated under s. 33 of the Summary Jurisdiction Act, 1879, as to refusal of a licence, the superintendent of police who had opposed the licence, and to whom notice of appeal had been given, *held* to be rightly constituted respondent. *PRICE v. JAMES*
 [C. A. [1892] 2 Q. B. 428]

See next two cases.

16. — *Renewal—Objection in open court—Postponement.*] An objection to the renewal of a

INTOXICATING LIQUORS—Licence—continued.

licence made in open court at the general annual licensing meeting is a good "objection made" within the meaning of the proviso to s. 42 of the Licensing Act, 1872, although neither the grounds nor the nature of the objection are stated by the objector, and upon such an objection being made the justices have power to postpone the application to an adjourned meeting. *DAYKIN v. PARKER* [Div. Ct. [1894] 2 Q. B. 273 : affirm. by [G. A. [1894] 2 Q. B. 556]

17. — *Renewal—Right to apply—Application by person other than licensed person.* The holder of a licence to sell by retail beer and cider on the premises applied for a renewal at the general annual licensing meeting, and was refused. At the adjourned general annual licensing meeting, S., who had in the meantime become tenant and occupier, applied for a renewal of the licence, which had not expired:—*Held*, that S. was a person entitled to apply for renewal, although he was not the licensed person. *SYMONS v. WEDMORE* [Div. Ct. [1894] 1 Q. B. 401]

18. — *Transfer refused—Licence "in force."* Justices refused to renew a licence, dating from before May 1, 1869, in consequence of a conviction for permitting drunkenness on the premises. Before the licence expired on Oct. 10 the tenant gave up his house, and the new tenant applied for a transfer of the licence. His notice of application was given on Oct. 9, and his application was made on Nov. 17, under s. 14 of the Alehouse Act, 1828:—*Held*, by H. L. (E.), affirm. C. A., that the licence had not been continuously "in force" from before May 1, 1869, to the date of the application within s. 19 of the Wine and Beerhouse Act, 1869, and therefore a refusal to transfer need not be confined to one of the four grounds mentioned in that section. *MURRAY v. FREER* - - H. L. (E.) [1894] A. C. 576 [affirm. C. A. [1893] 1 Q. B. 635; [revers. Div. Ct. [1895] 1 Q. B. 281]

Offences.

1. — *Bona fide traveller.* A railway porter, who to get to his duties was obliged to go more than six miles from his home, was, as far as reasonable refreshment went, *held* to be a *bona fide* traveller within s. 10 of the Licensing Act, 1874. *COWAP v. ATHERTON*

[Div. Ct. [1893] 1 Q. B. 49]

2. — *Bona fide traveller.* The test whether a man is a *bona fide* traveller, who may be served with drink during prohibited hours, is the object of his journey. If the object of the journey is solely to obtain drink which the man cannot obtain at home, he is not a *bona fide* traveller, even though he journey the necessary three miles; and the publican who served him if he knew the man's object, may be convicted of the offence of selling during prohibited hours. *PENN v. ALEXANDER* - - Div. Ct. (Cave J. diss.) [1893] 1 Q. B. 522

3. — *Permitting drunkenness on premises.* (A) A licensed person who sells intoxicating liquor on his premises to a drunken person is liable to be convicted under s. 13 of the Licensing Act, 1872,

INTOXICATING LIQUORS—Offences—continued.
of the offence of permitting drunkenness to take place on his premises. *EDMUNDS v. JAMES*

[1893] 1 Q. B. 18

(b) It is not necessary to constitute the offence of permitting drunkenness on licensed premises within s. 13 of the Licensing Act, 1872, to shew that a drunken person was served with drink on the premises. *HOPE v. WARBURTON*

[Div. Ct. [1892] 2 Q. B. 134]

(c) If the licensed person was ignorant that the person found on the premises was drunk, he cannot be convicted of permitting drunkenness under s. 15 of the Licensing Act, 1872. *SOMERSET v. WADE* - - Div. Ct. [1894] 1 Q. B. 574

4. — *Proprietary club—Selling liquors to members without a licence.* A. visited a proprietary club of which he was neither a member nor a shareholder, and asked for spirits. He was then and there elected an honorary member pending inquiries, and supplied with spirits. The club had no licence for the sale of intoxicants:—*Held*, that the proprietors might be convicted for selling without a licence. *BOWSER v. PERCY SUPPER CLUB* - - Div. Ct. [1893] 2 Q. B. 154

5. — *Supplying liquor to constable on duty.* Sect. 16 (2) of the Licensing Act, 1872, does not apply where the licensed victualler *bona fide* believes that the constable is off duty. *SHERRAS v. DE RUTZEN* - - Div. Ct. [1895] 1 Q. B. 918

6. — *Sale at place not authorized by licensee.* A brewer, having an off-licence for the sale of beer by retail, was in the habit of sending round his cart containing jars of beer; the jars were delivered from the cart at the customers' houses in pursuance of orders given by the customers at their houses to the carter in the previous week, the price being paid to the carter in the week succeeding delivery. There was no label or mark upon the jars to shew that any particular jar had been appropriated to any particular customer:—*Held*, that the sale of the beer must be taken to have been at the house of the customer and not at the licensed premises. *PLETTS v. CAMPBELL*

[Div. Ct. [1895] 2 Q. B. 229]

7. — *Unlicensed premises—"Illegally dealing."* A person found on unlicensed premises is, until the contrary be proved, to "be deemed to be there for the purpose of illegally dealing in intoxicating liquors," within s. 17 of the Licensing Act, 1874, if he be there for the purpose of buying liquors. "Illegal dealing" is not confined to selling liquors. *McKENZIE v. DAY*

[Div. Ct. [1893] 1 Q. B. 289]

INVENTED WORD.

See TRADE-MARK—REGISTRATION. 21, 24, 25.

INVESTMENT.

— of Trust Fund.

See TRUSTEE—DUTIES AND LIABILITIES—Discretion. 4, 6.

TRUSTEE—INVESTMENTS.

IRISH JUDGMENT.

— "Execution"—Enforcing judgment in England.

See JUDGMENT DEBT. 3.

IRISH LAW.

— Divorce.

See HOUSE OF LORDS—Practice. 3.

— Landlord and Tenant.

See LANDLORD AND TENANT (IRELAND).

IRREGULARITY.

— of Bankruptcy Notice.

See BANKRUPTCY—ACT OF BANKRUPTCY

—Bankruptcy Notice. 7, 8.

— Service.

See PRACTICE—ATTACHMENT. 10.

IRREGULARITY—continued.

— Service of Writ.

See PRACTICE — SERVICE—Out of the
Jurisdiction. 10, 20.

ISSUE LIVING.

See WILL—CHILDREN. 5.

ISSUE OF SHARES.

See COMPANY—SHARES—Issue at a Dis-
count.

ITALY, LAW OF.

See EXECUTOR.—Administration. 6.

J.

JACTITATION OF MARRIAGE.

See DIVORCE—JACTITATION OF MARRIAGE.

JAMAICA.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

Law of Jamaica.

1. — *Bankruptcy—Jurisdiction—Annulment—Act of Bankruptcy—Assignment.* The judge sitting in bankruptcy has jurisdiction to revoke a provisional order or annul an adjudication under s. 151 of the Bankruptcy Law, 1879. An application for that purpose need not be made to the full Court under s. 10 of Law No. 17 of 1877. An assignment of the whole of a debtor's property, in consideration of a contemporaneous advance and promise of further assistance "in order to enable the debtor to carry on his business, and in the reasonable belief that he would thereby be enabled to do so," is not an act of bankruptcy. *ADMINISTRATOR-GENERAL OF JAMAICA v. LASCELLES, DE MERCADO & Co. In re REES' BANKRUPTCY* - - - J. C. [1894] A. C. 135

2. — *Compensation—Accommodation works—Statutory officer.* Where by a colonial Act the promoters of a railway were authorized to take lands, through a govt. officer, compensation being payable by the govt., and the owners of the land were entitled to such accommodation works as may be fixed by agreement when the amount of the compensation is being settled:—*Held*, that as the statutory power of assessing compensation was entrusted to the officer, the making of agreements for accommodation works was within the scope of his authority, and he could within reasonable limits bind the co., although the statutory duty of paying for such works was imposed on the co. *WEST INDIA IMPROVEMENT CO. v. ATTORNEY-GENERAL OF JAMAICA*

[J. C. [1894] A. C. 243]

— *Libel.*

See DEFAMATION—LIBEL. 19 (A).

3. — *Mortgagor and Mortgagee—Sale by mortgagor after previous sale to himself—Rights of purchaser—Right of mortgagee to cost of improvements.* A mortgagee, his power of sale on default having arisen, sold the mortgaged premises ostensibly to a third person, in reality to himself: took possession as owner, and subsequently sold the same with improvements effected by himself in full proprietary right to the appellant. In a suit for redemption against the mortgagee and the appellant:—

Held, (1) that the sale by the mortgagee to himself though inoperative was not fraudulent; (2) that the sale to the appellant was a valid exercise of the power of sale contained in the mortgage deed and extinguished the right to redeem; (3) that though it was the duty of the mortgagee to account to the mortgagors till the

JAMAICA—Law of Jamaica—continued.

power of sale was validly exercised and to offer so to do, it was not the duty of the appellant to give notice to the mortgagors to that effect, or to see to the application of the purchase-money; (4) the mortgagee should be allowed the cost of his improvements so far as they had enhanced the value of the premises. *HENDERSON v. ASTWOOD. ASTWOOD v. COBBOLD. COBBOLD v. ASTWOOD* - - - J. C. [1894] A. C. 150

4. — *Railway bonds—Agreement with Government—Error in confirming law.* By an error in the wording of the law confirming an agreement between the colonial government and a railway co., certain second mortgage bonds bearing guaranteed interest, the amount of which was to depend on the yearly earnings, were treated as half-yearly bonds with interest contingent on half-yearly profits. Bonds were then issued in terms of the agreement and not of the law, and by a certificate of the Government were erroneously certified to be according to the law:—*Held*, (1) that, reading agreement and law, together the bonds should be treated as yearly bonds, and the accounts should be taken at the end of each year, and not on the footing that there was to be a rest at the end of every half-year; (2) that the costs of the issue of the bonds could not be charged against their income to the prejudice of the holders; (3) that the amount chargeable for stores on the expenditure of any year must be regulated by what was fair in the interest of all concerned. *JAMAICA RAILWAY CO. v. ATTORNEY-GENERAL OF JAMAICA* - - - J. C. [1893] A. C. 127

JAPAN.**Consular Court.**

See COLONIAL COURT OF ADMIRALTY.

— Jurisdiction of Consular Courts.

See FOREIGN JURISDICTION. 1, 2.

JERSEY.**Law of Jersey.**

1. — *Crown fiefs—Alienation in mortmain.* Where land held of the Crown as seigneur is brought into mortmain the purchaser is bound to pay to the Crown the indemnity due by law in respect of the consequent loss or diminution in value of the seigneurial rights. But the Crown is also not entitled to interpose a nominal vassal to pay duties or service in respect of the property. For ascertaining the indemnity the Court should fix the percentage to be paid by the purchaser, but refer it to experts to value the property. *ATTORNEY-GENERAL AND RECEIVER-GENERAL FOR JERSEY v. TURNER* - - - J. C. [1893] A. C. 326

2. — *Crown fiefs—Liability of prévôt.* The Crown has the right to demand of the Queen's prévôt receveur in the parish of St. John personally the payment of the rents due, *par assemblage*, in respect of its fief whether or no he has received the contributions from his co-tenants. The Crown is under no obligation to furnish the prévôt with a

JERSEY—Law of Jersey—continued.

list of the contributories. **ATTORNEY-GENERAL AND RECEIVER-GENERAL FOR JERSEY v. LE MOIGNAN** - - - **J. C. [1892] A. C. 402**

3. — Inheritance — Collateral succession — Right of representation. The principle of representation with regard to personal and acquired real estate, introduced by the Jersey enactments of Feb. 13, 1851, and March 26, 1873, is complete and general, and subject to no exception. Therefore the granddaughter of an elder sister of the deceased was held to be principal heir in preference to the son of a younger sister. **DE QUETTEVILLE v. HAMON (PERRÉ)** **J. C. [1893] A. C. 532**

JOINDER OF CAUSES OF ACTIONS.

See PRACTICE—JOINDER OF CAUSES OF ACTION.

JOINDER OF PARTIES.

See PRACTICE—PARTIES.

JOINT APPOINTMENT.

See POWER OF APPOINTMENT—Exercise.
10.

JOINT CONTRACTORS.

See PRACTICE—PARTIES—Adding Defendants. **3, 4.**

— Judgment signed against one — Release of other.

See PRACTICE—JUDGMENT—Setting Aside. **1.**

JOINT DEBTORS.

— Bankruptcy notice against one of.

See BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice. **8.**

JOINT DELINQUENTS.

See SCOTTISH LAW—Joint Delinquents.

JOINT GUARANTOR.

See PRINCIPAL AND SURETY—Discharge.
1, 7.

JOINT TENANCY.

— *Devise in—Contingent Remainder.*

See CONTINGENT REMAINDER. **2.**

— *Husband and wife.*

See MARRIED WOMAN—PROPERTY—Generally. **10, 11.**

— *Policy of insurance.*

See INSURANCE, LIFE. **4.**

1. — Severance — Covenant to settle after-acquired property. **H., M. and A.** became entitled as joint tenants under a voluntary settlement made by **P.** **M.** had previously entered into a covenant in an antenuptial settlement to settle after-acquired property. **H.** then died. **M.** and **A.** executed a deed of severance, assigning the funds to trustees, one moiety for the benefit of each of them:—*Held*, that on the death of **P.** the joint interest of **M.** was severed by the operation of the covenant to settle after-acquired property. *In re HEWETT.* **HEWETT v. HALLETT**

[North J. [1894] 1 Ch. 362]

2. — Severance—What constitutes. In order to amount to severance of a joint tenancy the act of a joint tenant must be such as to preclude him from claiming by survivorship any interest in the subject-matter of the joint tenancy. A joint tenant of a fund in Court took out a summons to have his share paid out to him, but died before

JOINT TENANCY—continued.

any order had been made on the summons:—*Held*, that there had been no severance. *Smile*, that it would have been otherwise had an order been made. *In re WILKS.* **CHILD v. BULMER**

[Stirling J. [1891] 3 Ch. 59]

3. — Will—Devise—“All and every the children of A. their heirs and assigns for ever,” held to create a joint tenancy. **BINNING v. BINNING** - - - **Chitty J. [1895] W. N. 116 (16)**

JOINT TORTFEASORS.

Release of one. A covenant not to sue one of two joint tortfeasors does not operate as a release of the other from liability. In this case a letter to one tortfeasor giving a receipt in full discharge of, but reserving rights against, the other, *held* to be a covenant not to sue and not to be a release. **DUCK v. MAYEU** - - - **C. A. [1893] 2 Q. B. 511**

See PRACTICE—JOINDER OF CAUSES OF ACTION. **3; PRACTICE—INJUNCTION.** **29.**

SCOTTISH LAW—Joint Delinquents.

SHIP—ADMIRALTY PRACTICE—Joint Tortfeasors; SHIP—COLLISION. **23.**

JOINTURE.

— Sale by tenant for life.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. **3.**

JUDGE.

1. — Consular Court—Africa Order in Council of Feb. 4, 1869—Immunity from action. By **O.** in **C.** dated Feb. 4, 1869, the Consular Court of Madagascar was invested with plenary civil jurisdiction over all British subjects within the area specified by the order, but was not expressly created a Court of Record. The judge of the Court was sued for abuse of his judicial powers:—*Held*, that while sitting and acting as judge he was entitled to the same protection as the judge of an English Court of Record, and that an action of damages would not lie against him for dismissing without proof an action which he held to be vexatious, since in so doing, however inadequate his reasons, he was acting within his jurisdiction. **HAGGARD v. PELICIER FRÈRES**

[J. C. [1892] A. C. 61]

2. — Court of Record of colony—Act done in exercise of judicial office—Malicious motive—Immunity from action. No action lies against a judge of the Supreme Court of a colony in respect of any act done by him in his judicial capacity, even though he acted oppressively and maliciously, to the prejudice of the plaintiff, and to the perversion of justice. **ANDERSON v. GORRIE**

[C. A. [1895] 1 Q. B. 668]

— *Discretion of.*

See PRACTICE—THIRD PARTY PROCEDURE. **2.**

— *Salaries, &c., of Indian judges.*

See INDIA.

3. — Statutory limitation of power to appoint judges. The governor of a colony having constitutional government cannot without express legislative sanction appoint judges of the Superior Court in excess of the number for whose salary legislative provision has been made. The law of England as to the appointment of judges reviewed

JUDGE—continued.

and adopted as applicable to such colonies.
BUCKLEY v. EDWARDS - J. C. [1892] A. C. 387
 — *Time occupied on assizes and expenses.*

See SUPREME COURT—REPORTS AND RETURNS—*Assizes.*

JUDGE'S NOTES.

See COUNTY COURT—Appeal. 1.

JUDGMENT.

See PRACTICE—JUDGMENT.

— *by Consent.*

See ESTOPPEL—By Record. 2.

— *by Default.*

See SHIP—ADMIRALTY PRACTICE—*Action in R.m.* 2.

— *Debt.*

See JUDGMENT DEBT.

— *Final.*

See BANKRUPTCY—ACT OF BANKRUPTCY—*Bankruptcy Notice.* 3—6.

— *Form of in Debenture-holders' Action.*

See COMPANY—DEBENTURES. 11, 12.

— *Form of, in Foreclosure action.*

See MORTGAGE—FORECLOSURE. 4.

— *of Chancery of Lancaster.*

See PRACTICE—TRANSFER. 1.

— *Land delivered in execution under elegit—Devise—Exoneration by personally.*

See EXECUTOR—Administration. 8, 9.

— *Not charged on land—Application of Statute of Limitations.*

See LIMITATIONS, STATUTE OF. 22, 23.

JUDGMENT CREDITOR.

See BANKRUPTCY—SECURED CREDITOR. 1, 3.

— *Charging orders on fund in lunacy.*

See LUNATIC—Maintenance. 2.

— *Receiver for.*

See PRACTICE—RECEIVER—*Equitable Execution.*

JUDGMENT DEBT.

1. — *Charge on land—Reversion.* A remainder in real estate to a married woman contingent on her having no children is an interest to which s. 1 of the Judgments Act, 1864, applies, and the judgment creditor does not get a charge under s. 13 of the Act of 1838. **HOOD BARRS v. CATHCART** (No. 5) - **North J.** [1895] 2 Ch. 411
 — *Charging order—Shares held in own right.*

See PRACTICE—CHARGING ORDER. 1.

2. — *Debtor's reversionary interest in personally.* There is no jurisdiction to make a declaration of charge upon a judgment debtor's reversionary personality in favour of a judgment creditor who has been appointed receiver of such property. **FLEGG v. PRENTIS** [Stirling J. [1892] 2 Ch. 428]

3. — *Execution—Irish judgment.* The procedure by judgment summons under the Debtors Act, 1869, is not "execution" of the judgment debt within s. 4 of the Judgments Extension Act, 1868, and consequently an English Court has no jurisdiction to issue a judgment summons for the purpose of enforcing a registered Irish judgment. *In re WATSON. Ex parte JOHNSTON.* **JOHNSTON v. WATSON** - - **C. A.** [1893] 1 Q. B. 21

JUDGMENT DEBT—continued.

4. — *Execution—Receiver—Future earnings.* There is no jurisdiction to appoint a receiver of the future earnings of a judgment debtor, by way of equitable execution of a judgment. **HOLMES v. MILLAGE** **C. A. revers.** Div. Ct. [1893] 1 Q. B. 551

And see PRACTICE—RECEIVER.

— *Joinder of one or more in same bankruptcy notice.*

See BANKRUPTCY—ACT OF BANKRUPTCY—*Bankruptcy Notice.* 10.

5. — *Partnership firm.* Where a firm includes an infant partner judgment cannot be recovered against the firm simply, but may be recovered against the defendants other than the infant partner; nor can a receiving order be made on or against the firm simply.

(A) *In re BEAUCHAMP BROTHERS. Ex parte BEAUCHAMP* **C. A.** [1894] 1 Q. B. 1; *varied by* [H. L. (E.) *sub nom.* LOVELL & CHRISTMAS v. BEAUCHAMP [1894] A. C. 607

(B) **HARRIS v. BEAUCHAMP BROTHERS**

[1893] 2 Q. B. 534

[*Note.*—This case seems to be overruled by (A).]
And see BANKRUPTCY—PARTNERSHIP.

JUDGMENT DEBTOR.

— *Examination of.*

See PRACTICE—EVIDENCE. 22.

— *Sale of interest in land.*

See PRACTICE—ORIGINATING SUMMONS. 12.

JUDICIAL ACT.

— *of Returning Officer.*

See THAMES—Conservancy and Navigation. 1.

JUDICIAL COMMITTEE.

Constitution, col. 406.

Practice, col. 406.

Constitution.

By the Judicial Committee (Amdt.) Act, 1895 (58 & 59 Vict. c. 44) it was provided that certain Colonial Judges should be members of the Committee.

Practices.

O. in C. dated Nov. 24, 1891, regulating appeals from the Supreme Court of Sierra Leone on appeals from the Gambia. **St. R. & O.** 1891, p. 24.

O. in C. dated Nov. 21, 1895, referring to the Judicial Committee all appeals on which petitions may be presented to Her Majesty in Council during the ensuing twelve months. **St. R. & O.** 1895, No. 576, L. 32.

[*A similar Order is issued annually.*]

As to appeals from places under the Foreign Jurisdiction Act,

See FOREIGN JURISDICTION.

— *As to prolongation of Patents*

See PATENT—Prolongation.

— *As to Ritual.*

See ECCLESIASTICAL LAW—Ritual.

1. — *Appeal—Divorce suit.* Special leave granted to appeal from a decree of the Supreme Court of Ceylon in a divorce suit. **LE MESURIER v. LE MESURIER** - - **J. C.** [1894] A. C. 233

JUDICIAL COMMITTEE—Practice—continued.

2. — *Appealable amount—Meane profits.* The measure of value for determining a plff.'s right of appeal is the amount for which the deft. has successfully resisted a decree. *Meane profits*, if demanded in the plaint, must enter into the calculation of the appealable value. *MOHIDEEN HADJIAR v. FITCHEY* - J. C. [1893] A. C. 193

3. — *Costs—Special leave to appeal.* Costs of both parties of the appeal to J. C. directed to be paid by the successful appellant, special leave having been given to him under special circumstances notwithstanding the small amount at stake. *FORGET v. OSTIGNY J. C.* [1895] A. C. 318

4. — *Criminal cases.* (A) The granting of leave to appeal will not be advised in crim. cases where it is not even suggested or surmised that substantial injustice has been done either through a disregard of forms of legal process or by some violation of natural justice.

(a) *Ex parte DEEMING* J. C. [1892] A. C. 492

(b) *KOPS v. REG. Ex parte KOPS*
[J. C. [1894] A. C. 650]

(B) Although in very special and exceptional circumstances leave to appeal in crim. cases may be granted, misdirection by a judge either in leaving a case to a jury where there is no evidence, or founded on misconstruction of a statute, is insufficient to ground an appeal, especially where no miscarriage of justice has resulted. *Ex parte MACREA* - J. C. [1893] A. C. 346

5. — *Documents not before the Court below.* In a Jersey appeal an order was made that certain documents not before the Court below should be received by the registrar and produced at the hearing, subject to objections as to admissibility. *ATTORNEY-GENERAL AND RECEIVER-GENERAL FOR JERSEY v. LE MOIGNAN* J. C. [1892] A. C. 402

6. — *Evidence—Witnesses in London.* Where in an appeal from a Colonial Court witnesses to facts requisite for the purpose of the judgment were in London, instead of remitting the case an order was made for the evidence to be taken on commission in London. *BANK OF CHINA, JAPAN, AND THE STRAITS v. AMERICAN TRADING CO.*
[J. C. [1894] A. C. 266]

7. — *Finality of judgments.* The rule of finality applicable to decisions in relation to rights of property is not equally binding as regards those which relate to ritual and ecclesiastical practice and depend partly upon the accuracy of historical investigation. *READ v. BISHOP OF LINCOLN*
[J. C. [1892] A. C. 644]

8. — *Raising new question of fact.* (A) The J. C. will not permit questions of fact to be raised which were abandoned or not taken in the Courts appealed from. *COUNCIL OF THE BOROUGH OF RANDWICK v. AUSTRALIAN CITIES INVESTMENT CORPORATION* - J. C. [1893] A. C. 323, at p. 325

(B) Where charges of fraud and deceit have failed, the person making them will not be allowed to raise new issues as to negligence on appeal. *CONNECTICUT FIRE INSURANCE CO. v. KAVANAGH* - J. C. [1892] A. C. 473

9. — *Security for Vice-Admiralty appeal.* Rule No. 15 of the Privy Council Rules of 1865 (*Published in W. N., Jan. 27, 1866*) may be dis-

JUDICIAL COMMITTEE—Practice—continued.

pensed with in a proper case. *HUNTER v. S.S. "HESKETH"* - J. C. [1891] A. C. 623

10. — *Security for costs—Appeal dismissed for want of prosecution.* Where a colonial Supreme Court directed that costs secured should be dealt with as the J. C. should think fit, and the appeal was dismissed for want of prosecution:—*Held*, that the respondent should apply to the Supreme Court to correct its order by directing that costs should abide the event of the appeal; and if the application were refused, should apply for special leave to appeal from such refusal. *MILSON v. CARTER* - J. C. [1893] A. C. 638

JUDICIAL EXPENSES.

— of corporation.

See *BOBOUGH—Judicial Expenses.*

JUDICIAL INQUIRY.

Domestic forum—Personal interest of member of tribunal. A person who is acting in a judicial character must stand in such a relation to the matter of inquiry that he cannot be reasonably suspected of any bias. If he has any pecuniary interest however small in the result of the proceedings he will be disqualified from acting. *ALLINSON v. GENERAL MEDICAL COUNCIL*
[O. A. [1894] 1 Q. B. 750]

JUDICIAL SEPARATION.

See *DIVORCE—CONDONATION. 5; DIVORCE—SEPARATION—Judicial Separation.*

JUDICIAL STATISTICS.

Judicial Statistics (England and Wales), 1890-4. Parts I. and II. The Returns for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
					s d.
1893	1895	C. 7725	..	..	3 8
Pt. 1.					
1893	1894	C. 7510	95	1	0 10
Pt. 2.					
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

JURISDICTION (OF COURTS).

— of Supreme Court generally.

See *PRACTICE—JURISDICTION.*

— of Admiralty Division in Admiralty actions.

See *PRACTICE—JURISDICTION.*

SHIP—ADMIRALTY PRACTICE—Jurisdiction.

— of Charity Commissioners.

See *CHARITY—CHARITY COMMISSIONERS.*

— in Company Winding-up.

See *COMPANY—WINDING-UP—JURISDICTION.*

— of Consular Courts.

See *FOREIGN JURISDICTION.*

JURISDICTION (OF COURTS)—*continued*.

— of County Court.

See COUNTY COURT—Admiralty Jurisdiction; COUNTY COURT—Appeal; COUNTY COURT—Jurisdiction; COUNTY COURT—Transfer.

— Divorce.

See DIVORCE—JURISDICTION.

— of Justices.

See SUMMARY PROCEEDINGS—Jurisdiction, &c.; LONDON COUNTY—BUILDINGS. 2 (A), 4, 9, 12.

— of Liverpool Passage Court.

See LIVERPOOL—Liverpool Court of Passage.

— in Lunacy.

See LUNATIC—Judicial Inquisition, &c.

— of Railway Comms.

See RAILWAY AND CANAL COMMISSION.

— as to Receiver.

See PRACTICE—RECEIVER. 10.

— Summary.

See SUMMARY PROCEEDINGS.

— of Supreme Court of Trinidad and Tobago.

See TRINIDAD AND TOBAGO—Law of Trinidad and Tobago. 3.

JURY.

Exemption—Coroner's jury. The exemption of solicitors' managing clerks from service on juries which is conferred by s. 52 of the County Juries Act, 1825, and by s. 9, and the Sch. of the Juries Act, 1870, extends to service on coroners' juries. *In re DUTTON* Div. Ct. [1892] 1 Q. B. 486

— Trial by jury.

See PRACTICE—TRIAL—Right to Jury.

JUS TERTII.

— Bailor and bailee—Estoppel.

See BAILMENT. 4.

JUSTICES.

Disqualification, col. 409.

Fees, col. 410.

Clerk to.

— Clerk to justices to borough under 10,000 population.

See BOROUGH (ENGLAND) — Judicial Expenses.

Disqualification.**(a) by Bias.**

1. — *General rule.* The law as to bias as disqualifying a person from acting judicially considered. *ALLINSON v. GENERAL MEDICAL COUNCIL* — C. A. [1894] 1 Q. B. 750

2. — *Pecuniary interest as ratepayer.* A justice who was a ratepayer of the parish and who moved a resolution at a vestry meeting calling upon the deft. to remove a heap from the side of the highway, held to be disqualified from adjudicating on a summons against the deft., on the grounds (1) that his acts afforded a reasonable

JUSTICES—Disqualification—(a) by Bias—*contd.* suspicion of bias; (2) that he had a pecuniary interest as a ratepayer in the result of the summons. *REG. v. GAISFORD*

[Div. Ct. [1892] 1 Q. B. 381

3. — *Salmon Fishery Act, 1865.* A justice who is present at a meeting of a conservancy board when a resolution is passed to take proceedings for the violation of provisions of the Salmon Fishery Acts, is disqualified from adjudicating on proceedings so authorized, and the disqualification is not removed by s. 61 of the Salmon Fishery Act, 1865. *REG. v. HENLEY*

[Div. Ct. [1892] 1 Q. B. 504

(b) by Interest.

1. — *Membership of interested class.* In a summons against a person for continuing in charge of a ship after a qualified pilot has offered to take charge of her, a qualified pilot belonging to the pilotage district in which the offence is alleged to have been committed has such an interest as disqualifies him from acting as a justice, although by the nature of his employment he is not brought into competition with unqualified pilots. *REG. v. HIGGINS*

[Div. Ct. [1895] 1 Q. B. 563

2. — *Appeal against Poor-rate—16 Geo. 2, c. 18, ss. 1, 3—27 & 28 Vict. c. 39, s. 6.* Justices at borough and county petty and special sessions are not disqualified from hearing appeals against poor-rate, notwithstanding that they are—

(A) rated in the parish in which such rate was made. *REG. v. BOLINGBROKE*

[Div. Ct. [1893] 2 Q. B. 347

(B) or are chargeable with the rate appealed against. *Ex parte OVERSEERS OF WORKINGTON*

[C. A. [1894] 1 Q. B. 416

Fees.

Return of Fees charged to Justices on taking office. *Parl. Paper, 1894 (82).* Vol. LXXI., 201. Price 2d.

Sessions.

See SESSIONS—QUARTER SESSIONS.

Summary Proceedings.

See SUMMARY PROCEEDINGS.

K.**"KEEPER."**

— of House used for Public Entertainment.

See SUNDAY—Observance.

KEY.

— Delivery of key.

See DONATIO MORTIS CAUSA.

— Gift by will of desk containing key.

See WILL—WORDS. 3.

L.

LACHES.

See TRADE-MARK—Registration. 26.

LAGOS.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—
Colonial Probates Act.

Death Duties.

See DEATH DUTIES—Estate Duty.

Law of Lagos.

Bankruptcy.] The English Bankruptcy Act of 1869 applies to all H. M.'s Dominions, and, therefore, an adjudication under that Act operates to vest in the trustee in bankruptcy the bankrupt's title to real estate situate in Lagos, subject to any requirements prescribed by the local law as to the conditions necessary to a transfer of real estate. The Supreme Court of Gold Coast Colony had no bankruptcy jurisdiction in 1877, and could not act as auxiliary to the English Court of Bankruptcy under s. 74 of the Bankruptcy Act, 1869. CALLENDER, SYKES & Co. v. COLONIAL SECRETARY OF LAGOS AND DAVIES. WILLIAMS v. DAVIES - J. C. [1891] A. C. 460
LAKE.

Cleansing—Duty of tenant for life.] Cleansing an ornamental lake or pond is not a duty imposed on a tenant for life by the ordinary repairing clause in a settlement by will. DASHWOOD v. MAGNIAC - Chitty J. affirm. by C. A. [(Kay L.J. diss.) [1891] 3 Ch. 306

LANCASTER.

Chancery Court.

General Rules ("The Chancery of Lancaster Rules, 1894"), dated Dec. 10, 1894. St. R. & O. 1894, p. 191 (No. 486).

Transfer of judgment to High Court.] Sect. 15 of 13 & 14 Vict. c. 43, must be strictly complied with, and where a plff. against whom judgment has been given does not reside, and has no goods, in the County Palatine, an *ex parte* motion may be made to make the judgment of the High Court, but a transcript of the judgment and not the original judgment must be produced. An order for transfer carries the costs of the motion. DUKE v. CLARKE - North J. [1894] W. N. 100

Courts of Summary Jurisdiction.

See SUMMARY JURISDICTION.

LAND.

Meaning of "Land," col. 411.

Acquisition under Lands Clauses Acts, col. 412.

Registration, col. 415.

Meaning of "Land."

Coal mines.] "Land" does not include coal mines in s. 33 of the Lighting and Watching Act, 1833. THURSBY v. CHURCHWARDENS OF BRIERCLIFFE-WITH-EXTWISTLE

[[1894] 1 Q. B. 567; affirm. by C. A. [[1894] 2 Q. B. 11; affirm. by H. L. (E.) [[1895] A. C. 32

LAND—continued.**Acquisition under Lands Clauses Acts.**

1. — *Arbitration—Costs—Award taken up and fees paid by landowner—Taxing Master's certificate.*] If a landowner whose claim against a rlwy. co. for the purchase-money of land compulsorily taken has been allowed, and who is entitled to the costs of the arbitration, pay the umpire's fees himself, and takes up the award instead of waiting for this to be done by the co., he cannot recover from the co. the sum so paid.—A decision of the taxing master disallowing the sum so paid as costs in the arbitration is conclusive, and is not subject to review by the Court. EARL OF SHREWSBURY v. WIRRAL RAILWAYS COMMITTEE C. A. affirm. Romer J. [1895] 2 Ch. 812

[But see now the Lands Clauses (Taxation of Costs) Act, 1895 (58 & 59 Vict. c. 11), which makes provision as to the taxation of costs in compensation cases.]

2. — *Compensation—Magistrate's power—Interest less than a year—Lands Clauses Act, 1845, ss. 85, 121.*] If a notice to treat is given but not acted on the notice is of no effect. The question whether a magistrate has power to determine the amount of compensation under s. 121 of the Lands Clauses Act, 1845, depends on whether the tenure be yearly or less at the time when possession taken, not what it was when the abortive notice was given. REG. v. KENNEDY [Div. Ct. [1893] 1 Q. B. 533

But see next case.

3. — *Compensation—Taking part of land—Interest less than a year.*] N. held land on lease for thirty years from 1889, determinable as to the whole or part by the lessor by three months' notice. A rlwy. with compulsory powers for the purchase of land gave N. notice to treat as to part of the land. N.'s lessor then gave him three months' notice as to that part of the land. During the currency of the notice the rlwy. took possession. The compensation was assessed by a metrop. magistrate:—*Held*, that assuming that N. was entitled to compensation for damage to the residue of the term in respect of the adjoining lands, the magistrate had no jurisdiction under s. 121 to assess it, and that he had only jurisdiction to assess compensation for the value of N.'s interest in the land taken and for damage to the adjoining lands during the currency of the notice. BEXLEY HEATH RAILWAY v. NORTH

[C. A. [1894] 2 Q. B. 579

4. — *Copyholds—Enfranchisement—Compensation—Fines.*] A rlwy., which had taken copyholds in 1873, were required by the lord to enfranchise in 1887:—*Held*, that in view of the obligation imposed by the Lands Clauses Act, 1845, ss. 96, 97, on the co. to enfranchise within one month of taking copyholds or three months from the enrolment of the conveyance, the compensation for enfranchisement must be assessed

**LAND—Acquisition under Lands Clauses Acts—
Taking Land—continued.**

on the value of the lands at the time when they were taken or the conveyance enrolled; but fines payable on other occasions, *e.g.*, on the death of a lord, were to be assessed on the value of the land when the fines became due after the taking and prior to enrolment of the conveyance.

(A) *In re MARQUIS OF SALISBURY AND LONDON AND NORTH WESTERN RAILWAY CO.*

[Jessel M.R. [1892] 1 Ch. 75, n.

(B) *LOWTHER v. CALEDONIAN RAILWAY CO.*

[C. A. [1892] 1 Ch. 73 *revera*.

[Stirling J. [1891] 3 Ch. 445

5. — *Costs of petition for payment of income of funds in Court representing purchase-money under Lands Clauses Acts.*] *Semble*, that the undertakers must bear the costs of a petition where the necessity for a petition instead of a summons arises from the complicated nature of the settlement to which the lands were subject. *In re JACKSON* — — — *North J.* [1894] W. N. 50

6. — *Costs of petition for payment of purchase-money out of Court.*] Where an act enabling a public body to take land compulsorily contains no provision as to the costs of payment out of Court of moneys paid in, the Court has jurisdiction under s. 5 of the Supreme Court of Judicature Act, 1890, to order the public body to pay the costs of and incidental to a petition for payment out. *In re FISHER* *Chitty J.* [1894] 1 Ch. 53; [affirm. by C. A. [1894] 1 Ch. 450

7. — *Costs of reinvestment of purchase-money—Apportionment—8 & 9 Vict. c. 18, s. 80.*] The general rule, that the costs of reinvestment in land of funds paid into Court under the Lands Clauses Act, 1845, by different public bodies are to be borne equally by the different bodies, does not apply when there is great inequality in the amounts as paid by the different bodies, but the scale fee, surveyor's fee, and *ad valorem* stamp duty will be apportioned ratably between the different bodies. *In re THE BISHOPSGATE FOUNDATION* — — — *Chitty J.* [1894] 1 Ch. 185

8. — *Costs of reinvestment of purchase-money—8 & 9 Vict. c. 18, s. 80.*] Three sums of Consols in Court represented the investment of purchase-money received from three *rlwy. cos.*, A., B., and C., in respect of lands of a charity taken by them. The A. co., in whose case the amount exceeded £1000, had agreed to pay £40 in lieu of costs. On petition for the transfer of the Consols to the official trustees of charitable funds:—*Held*, that the costs of the B. and C. *cos.* must be limited to the amount which would have been payable on a summons. *ATTORNEY-GENERAL v. ST. JOHN'S HOSPITAL, BATH*

[*North J.* [1893] 3 Ch. 151

9. — *Easement.*] An easement taken under the Lands Clauses Act, 1845, is taken as "land," but the procedure for compensation is different from that when the soil is taken and the remedy of the owner of the tenement over which the easement is taken is under s. 68 of the Act. *SCHOOL BOARD FOR LONDON v. SMITH*

[*Kekewich J.* [1895] W. N. 37

10. — *Minerals—Apportionment of compensa-*

**LAND—Acquisition under Lands Clauses Acts—
Taking Land—continued.**

tion moneys between capital and income—8 & 9 Vict. c. 18, s. 69.] Minerals were bought by a *rlwy.*, and the proceeds paid into Court. A tenant for life claimed the whole sum or at least an apportioned part, on the ground that, being unimpeachable for waste, he might have gotten all the minerals in his lifetime:—*Held*, that as the case was governed by s. 69 of the Lands Clauses Act, 1845, there could be no apportionment of capital, and he was only entitled to the income. *In re ROBINSON'S SETTLEMENT TRUSTS*

[*Chitty J.* [1891] 3 Ch. 139

— *Minerals under canals.*

See MINES AND MINERALS—Working.

5, 6.

— *Minerals under railways.*

See RAILWAY—RAILWAYS CLAUSES ACTS.

2—5.

11. — *Part of a building—Manufactory.*] Where a *rlwy. co.* propose to take part of a building, another part of which is used as a manufactory, they are taking part of the manufactory, and therefore bound to take the whole thereof. *BROOK v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RLWY. CO.* — *Chitty J.* [1895] 2 Ch. 571

12. — *Payment out of deposit—Service—Dormant fund.*] Payment out of Court to a co. was ordered of sums deposited by them many years ago under s. 85 of the Lands Clauses Act, 1845, without service on the landowners or their representatives; the purchase-money in each case having been paid and there being evidence that the deposits had been accidentally overlooked. *Ex parte MIDLAND RAILWAY* — — — *North J.* [1894] W. N. 38

— *Rateability, of undertaking.*

See RATES—Rateable Occupation. 10, 11.

13. — *Superfluous lands—Sale—Covenant to resell a portion.*] A *rlwy. co.* sold superfluous lands with a covenant to resell certain portions to them if required:—*Held*, that though the covenant rendered void under s. 127 of the Lands Clause Act, 1845, the sale of these portions, the sale of the remainder was valid. *RAY v. WALKER* [Div. Ct. [1892] 2 Q. B. 88

14. — *Superfluous lands—Pre-emption.*] The A. *rlwy. co.* having purchased lands from the *pltf.* for the purposes of its undertaking, the B. *rlwy. co.*, acting under its compulsory powers, purchased from the A. *rlwy. co.* a portion of such lands which had not actually been used by the A. co. for its undertaking, but which would have been required for that purpose but for the compulsory sale to the B. co. The sale took place within the period allowed by the Legislature to the A. co. to dispose of its superfluous lands. The *pltf.* claimed a right of pre-emption to the land in question under the Lands Clauses Act, 1845, s. 128, on the ground that it was superfluous land, and asked for a declaration that he was entitled to follow the proceeds of sale in the hands of the A. co., subject to his paying the fair value of the land:—*Held*, that the fact that the Legislature had authorized the B. co. to take the land compulsorily from the A. co. did not warrant the inference that it was superfluous land, and that

LAND—Acquisition under Lands Clauses Acts—**Taking Land—continued.**

the plttf.'s claim failed. *DUNHILL v. NORTH EASTERN RLYW. Co.* — C. A.

[1895] W. N. 156 (3) *revers. Kekewich J.*
[1895] W. N. 116 (3)

15. — Tunnel—Subsoil—"Appropriate and use"

—*Easement—"Land."* Where the special Act of a rlyw. co. gave them the right to make a tunnel and to "appropriate and use" the subsoil of plttf.'s land for that purpose without wholly taking the land:—*Held*, that "appropriate" meant appropriate by way of purchase, that in having bought the subsoil the co. were taking "land" and not merely an easement, and that consequently notice to treat under the Lands Clauses Act, 1845, must be given before appropriating and using the subsoil. *FARMER v. WATERLOO AND CITY RLYW.* — *Kekewich J.* [1895] 1 Ch. 527

Registration of Land.

By the *Land Registry (Middlesex Deeds) Act*, 1891 (54 & 55 Vict. c. 64), the *Middlesex Registry of Deeds* was transferred to the *Land Registry* and provision made for the conduct of the business thereof.

Accounts of the Receipts and Payments of the Land Registry for the years ending Mar. 31, 1891–1895.

The *Accounts for these five years* are published as follows:—

	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1895	1895	377	..	..	d.
1894	1894	265	71	215	½
1893	1893–4	399	74, Pt. 1	555	½
1892	{ 1892 Sess. 1 }	354	65	161	½
1891	1890–1	328	64	489	½

Report from the Select Committee on the Land Transfer Bill (H. L.) with the Proceedings. Parl. Paper, 1895 (364). Price 1d.

Rules, Orders, and suggestions as to procedure fees, &c., in 1890–95. See "Table of Rules and Orders Issued."

— in *Middlesex.*

See MIDDLESEX REGISTRY.

1. — *Mortgage debentures—Deposit of securities with registrar.* The Court has no power to order securities which have been deposited with the registrar of the Land Registry Office by a land securities co. to be delivered up to a receiver appointed in a debenture-holder's action or to a liquidator in the winding-up of the co., unless such securities have been redeemed or sold. *SOMERSET v. LAND SECURITIES Co.* — C. A.

[*revers. Wright J.* [1894] 3 Ch. 464

2. — *Registration of purchaser with indefeasible title.* The question in this case was as to the evidence required to shew that the power of sale had arisen acting under which mortgages had conveyed to the applicant for registration:—*Held*, that an affidavit by the purchaser was insufficient

LAND—Registration of Land—continued.

which denied knowledge but did not deny notice of any objection to registration. *In re TRITTON* [North J. [1891] W. N. 194

— in *Yorkshire.*

See *YORKSHIRE.*

LAND TAX.

By the *Taxes (Regulation of Remuneration) Assessment Act*, 1892 (55 & 56 Vict. c. 25), the mode of payment of collectors of land tax was altered.

By the *Land Tax Commissioners' Names Act*, 1893 (56 & 57 Vict. c. 27), provision was made for appointing additional Land Tax Commissioners.

The *Schedule of additional Commissioners of Land Tax* under 56 & 57 Vict. c. 27 is published in *Lond. Gaz. Aug. 4, 1893*, pp. 4444–4463. Errata in list *Lond. Gaz. Aug. 15, 1893*, p. 4646; *Lond. Gaz. Nov. 21, 1893*, p. 6559.

1. — *Railway tunnel under street.* A railway co. under a special Act were entitled to use the subsoil and undersurface of lands without being required wholly to take the lands, and constructed a tunnel under a highway:—*Held* on the construction of the special Act that the right and interest of the rlyw. co. in the particular tunnel was an "hereditament," and not merely an easement, and they were liable for land tax in respect of the same under s. 4 of the *Land Tax Act*, 1797 (38 Geo. 3, c. 5). *METROPOLITAN RAILWAY Co. v. FOWLER*

[C. A. [1892] 1 Q. B. 165; affirm. by H. L. (E.) [1893] A. C. 416

2. — *Tithe rent-charge.* The annual rent-charge payable under the Extraordinary Tithe Redemption Act, 1886 (49 & 50 Vict. c. 54), in lieu of the extraordinary charge previously leviable on hop gardens, orchards, &c., is not liable to land tax. *CARR v. FOWLE*

[Div. Ct. [1893] 1 Q. B. 251

— in *Victoria.*

See *VICTORIA—Law of Victoria.* 2, 3.

LANDLORD AND TENANT.

Deductions from Rent, col. 416.

Distress, col. 416.

Landlord's Liability, col. 418.

Lease, col. 419.

Mortgage, col. 428.

LANDLORD AND TENANT — DEDUCTIONS FROM RENT.

Tithe rent-charge. Each deduction in respect of a payment of tithe rent-charge under s. 80 of the *Tithe Act*, 1896, should be made from the next payment of rent, and cannot be brought into account in the payment of any subsequent rent. *DAWES v. THOMAS* — C. A.

[1892] 1 Q. B. 414

LANDLORD AND TENANT—DISTRESS.

By the *Law of Distress Amendment Act*, 1895 (58 & 59 Vict. c. 24), the law as to distress was amended.

Rules dated Nov. 29, 1895, under the Law of Distress (Amdt.) Act, 1895. St. R. & O. 1895, No. 565, L. 31. Price 1d.

1. — *Acting as bailiff—Uncertificated person*

LANDLORD AND TENANT—DISTRESS—contd.

—*Law of Distress Amendment Act, 1888, s. 7.* A managing director of a co. was held liable for a trespass for levying in person a distress for rent upon the goods of one of the company's tenants, he not having a written certificate from the County Court judge to act as a bailiff. *HOGARTH v. JENNINGS* C. A. [1892] 1 Q. B. 907

2. — *Bankruptcy—Rent accrued due.* Where a tenant becomes bankrupt during the currency of a quarter, so much of the quarter's rent as is apportionable to the part of the quarter prior to the adjudication is, by the Apportionment Act, 1870, "rent accrued due prior to the date of adjudication" within s. 42 of the Bankruptcy Act, 1883, and the landlord is entitled upon the expiry of the quarter to distrain upon the goods of the bankrupt. *In re HOWELLS. Ex parte MANDLEBERG & Co.* Div. Ct. [1895] 1 Q. B. 844

3. — *Bill of exchange for rent due—Suspension of remedy.* Where a tenant gave his landlord a bill of exchange for rent due:—*Held*, that there was evidence to go to the jury of an agreement by the landlord to suspend his right of distress during the currency of the bill. *PALMER v. BRAMLEY* - C. A. [1895] 2 Q. B. 405

4. — *Entry—Getting over wall.* A bailiff, in order to distrain for rent, climbed over a wall into the backyard of the house, and entered and distrained:—*Held*, that the distress was lawful. *LONG v. CLARKE* - C. A. affirm. *Collins J.* [1894] 1 Q. B. 119

5. — *Entry—Outer door—"A man's house is his castle."* The effect of this maxim is to extend the immunity to the outer door not only of all dwelling-houses, but also of all buildings whatsoever, and to the outer gates of all inclosures as regards both distress and execution. *AMERICAN CONCENTRATED MEAT CO. v. HENDRY*

[*Bowen L.J.* [1893] W. N. 67; affirm. by C. A. [1893] W. N. 82]

6. — *Expiration of tenancy—New tenancy.* The right to distrain after the expiration of a tenancy given by 8 Anne, c. 14, ss. 6, 7, does not apply where the tenant remains in possession of part of the demised premises under a new tenancy created by agreement. *WILKINSON v. PEEL*

[Div. Ct. [1895] 1 Q. B. 516]

7. — *Receiver appointed—Costs.* Where a landlord is in possession before a receiver is appointed, he need not apply for leave to proceed with his distress, and if he does apply, he will not be allowed costs. *ENGEL v. SOUTH METROPOLITAN BREWING AND BOTTLING CO. (No. 1)*

[*Stirling J.* [1891] W. N. 31]

8. — *Third party's goods.* Though a tenant who has been let into possession of land by a lessor is estopped from disputing his lessor's title, third persons not claiming possession of the land under the tenant are not so estopped. A person who lets land to which he has no title cannot distrain for arrears of rent due from his tenant the goods of a third person brought on the premises by the tenant's licence. *TADMAN v. HENMAN* - Charles J. [1893] 2 Q. B. 168

9. — *Waiver of right of re-entry.* A distress

LANDLORD AND TENANT—DISTRESS—contd.

for rent is not a waiver of the landlord's right of re-entry, so as to prevent him from maintaining an action to recover possession under s. 210 of the Common Law Procedure Act, 1852. *THOMAS v. LULHAM* - C. A. revers. *Mathew J.* [1895] 2 Q. B. 400

LANDLORD AND TENANT—LANDLORD'S LIABILITY.

1. — *Block of offices—Dangerous staircase—Implied agreement.* The deft. owned a building and let different floors separately as chambers and offices, retaining in his own possession and control the staircase, which was the only means of access:—*Held*, that there was by implication an agreement by the landlord with his tenants to keep the staircase in repair, and therefore a duty on the landlord's part towards persons having business with the tenants and using the staircase to keep it in repair. *MILLER v. HANCOCK* [C. A. [1893] 2 Q. B. 177]

2. — *Implied grant—Derogation—Measure of damages.* A lessor sued a lessee for rent. The lessee counter-claimed for damages from a nuisance caused by the lessor, who worked a pump on land adjacent to that leased, and caused a house on it to be useless. The house was old at the commencement of the term, and the vibration would not have injured a reasonably solid house:—*Held*, that the lessor was liable under an implied obligation not to derogate from his grant, and could not therefore rely upon any defence by user of adjoining property so as to interfere with the stability of the demised premises founded on the state of the house at the commencement of the term:—*Held*, also, that the lessee was entitled to damages, not only for the value of the term, but also for expenses which were a natural consequence of the lessor's tort, such as the expense of removing his business. *GROSVENOR HOTEL CO. v. HAMILTON* - C. A. affirm. *Grantham J.* [1894] 2 Q. B. 836

3. — *Lease for express purpose—Derogation from grant—Easement—Access of air.* The grantor of land to be used for a particular purpose is under an obligation to abstain from doing anything on his adjoining property which would prevent the land granted from being used for the purpose for which the grant was made. An easement to access of air is not acquired by a grant in general terms, and not for a specific purpose, except where such right is enjoyed through a definite aperture or definite channel. M. sold the goodwill of a business and leased the premises on which it was carried on to A. A. covenanted to carry on the business during the term, and M. covenanted for quiet enjoyment. M. died. L. & Co. purchased land from his representatives, including the parcel leased to A. and adjoining land, and erected buildings thereon which obstructed the access of air necessary to A.'s business:—*Held*, that L. & Co. were under an obligation to abstain from doing anything on the adjoining land which would substantially interfere with the carrying on of the business. A. by a revocable licence from M. put up certain ventilators which were obstructed by L. & Co.'s buildings:—*Held*, that as the licence

LANDLORD AND TENANT — LANDLORD'S LIABILITY—continued.

was revocable A. was not entitled to an injunction, but was entitled to an inquiry as to damages. *ALDIN v. LATIMER CLARKE, MURHEAD & Co.*

[*Stirling J.* [1894] 2 Ch. 437

4. — *Weekly tenancy — Determination*] A weekly tenancy is not determined without notice at the end of each week. The continuance of the tenant's occupation on the expiration of each week does not render the landlord liable for the defects then existing, as if there had been a re-letting. *BOWEN v. ANDERSON*

[*Div. Ct.* [1894] 1 Q. B. 164

LANDLORD AND TENANT—LEASE.

By the *Conveyancing Act, 1892* (55 & 56 Vict. c. 13), the *Act of 1881* was amended.

By the *Market Gardeners' Compensation Act, 1895* (58 & 59 Vict. c. 27), the *Agricultural Holdings (England) Act, 1883*, was amended and extended as to *Market Gardens*.

— *Agreement for lease—Effect of Statute of Limitations.*

See LIMITATIONS, STATUTE OF. 6.

1. — *Agricultural Holdings Act, 1883*—"Improvements."] A covenant to farm in a husband-like manner according to the practice of the neighbourhood is not broken by erecting glasshouses for the growth of garden produce, if, as in this case, many of the neighbouring farms were wholly or partially cultivated as market gardens. —*Per curiam*, the glasshouses in question were "improvements" within the *Agricultural Holdings Act, 1883*. *MEUX v. COBLEY*

[*Kekewich J.* [1892] 2 Ch. 253

2. — *Agricultural Holdings Act, 1883—Compensation for improvements—Arbitration—Landlord's counter-claim.*] In an arbitration under the *Agricultural Holdings (England) Act, 1883*, where a greater amount is awarded to the landlord in respect of waste and breaches of covenant than is awarded to the tenant as compensation for improvements, the landlord cannot recover the balance under the procedure given by the Act. *In re HOLMES and FORMBY*

[*Div. Ct.* [1895] 1 Q. B. 174

3. — *Agricultural Holdings Act, 1883—Compensation for improvements—Charge on Holding.*] Under the *Agricultural Holdings Act, 1883*, the executors of a landlord, tenant for life, who have been compelled under the Act to pay compensation for improvements to an outgoing tenant, who had claimed compensation and whose tenancy had been determined before the death of the landlord, are entitled to a charge upon the holding in respect of the amount which they have so paid. *In re THE AGRICULTURAL HOLDINGS ACT, 1883.* *GOUGH v. GOUGH*

[*C. A. revers. V. Williams J.* [1891] 2 Q. B. 665

4. — *Agricultural Holdings (Scotland) Act, 1883*, s. 7—"Determination of tenancy."] "Determination of tenancy" in the s., which is identical with the s. in the *English Act*, means the time when the tenant finally gives up possession of his "holding." *BLACK v. CLAY*

[*H. L. (S.)* [1894] A. C. 368

5. — *Company—Winding-up—Proof.*] The rule laid down in *Hardy v. Fothergill* does not

LANDLORD AND TENANT—LEASE—continued.

apply where a lessor is proving, in respect of the liability of his lessee under a subsisting lease, whether the lessee is an insolvent co. which is being wound up, or is a bankrupt.

Where such a co. was the lessee of land for 14 years, with a power to determine the lease at the end of 7 years on paying the rent and performing the covenants up to date, and the winding-up took place before the end of 7 years:—*Held*, that the lessor was entitled to claim in respect of the liability of the co. as if the lease had been for 14 years certain. *In re NEW ORIENTAL BANK CORPORATION (No. 2)*

[*V. Williams J.* [1895] 1 Ch. 753

6. — *Company—Winding-up—Proof—Advantage rent—Apportionment.*] A. let a shop to a co., rent payable quarterly, "two quarters' rent to be always due and payable in advance if required." On Dec. 20 the co. went into voluntary liquidation, but the liquidator continued to occupy the shop. On Dec. 28 A. demanded the rent due Dec. 25 and two quarters in advance, and on refusal of payment A. distrained:—*Held*, by *Kekewich J.*, that the rent for the Dec. quarter must be apportioned, and that A. could only prove for the rent accruing up to Dec. 20, but that they were entitled to be paid in full for the rest of the Dec. quarter and so much of the next two quarters as the liquidator should continue in beneficial occupation; but for the remainder of those two quarters they could only prove in the liquidation. *SHACKELL & Co. v. CHORLTON & SONS* - - [1895] 1 Ch. 378

— *Compensation for improvements—Removal of buildings.*

See CAPE OF GOOD HOPE—Law of Cape of Good Hope. 2.

— *Costs.*

See SOLICITOR—BILL OF COSTS—Remuneration Act. 9—11.

7. — *Covenant against building and annoyance—Trellis.*] The lessee of a plot in a building estate covenanted not to erect or build thereon any building except a stable, &c., and also not to do anything that might be an annoyance, &c., to any tenant of the lessor. On a house being erected on an adjoining plot 20 feet from the lessee's boundary and facing it, the lessee put a trellis-work screen 12 feet high on the top of the boundary wall which was 8 feet high:—*Held*, (1) that on the construction of the deed "building" therein included any erection, and that therefore the screen was a breach of the covenant against building; (2) that on the facts the screen interfered with the adjoining tenant's pleasurable enjoyment of his house, and was therefore a breach of the covenant against annoyance. *WOOD v. COOPER* - - *Romer J.* [1894] 3 Ch. 671

8. — *Covenant to produce deeds.*] An agreement for a lease contained provisions that the lessor should deliver an abstract of title, and that the lease should contain the covenants and be in the form of the draft scheduled to the agreement. From the abstract it appeared that the property was mortgaged, but that the mortgagee had agreed to dispense with his concurrence in granting leases. The draft lease contained no

LANDLORD AND TENANT—LEASE—continued.

acknowledgment for the production of the agreement as to leasing, and no covenant for production of deeds:—*Held*, that the wording of the agreement excluded s. 2 of the Vendor and Purchaser Act, 1874, and that the lessee was entitled to the acknowledgment and covenant for production. *In re PURSELL and DEAKIN'S CONTRACT*

[*Chitty J.* [1893] *W. N.* 152

9. — *Covenant—Liquidated damages—Penalty.*] The lease of a public-house contained a covenant not to contravene the provisions of any Licensing Act so as to be convicted in any Court, and in that event to pay to the landlord £50 by way of liquidated damages:—*Held*, that the £50 was payable as liquidated damages, and could not be relieved against as a penalty. *WARD v. MONAGHAN* - *C. A.* [1895] *W. N.* 123 (8)

10. — *Covenant—Payment of rates, taxes, and other charges—Sanitary nuisance.*] (A) A lessee covenanted to pay all rates, taxes, and other charges imposed on the lessor in respect of the premises, and to repair. The lessor was compelled by the local authority to put a drain in repair which, by the neglect of the lessee, was out of order:—*Held*, that his expenses in so doing were a charge imposed on the lessor which he was entitled to recover from the lessee. *SMITH v. ROBINSON* - *Div. Ct.* [1893] 2 *Q. B.* 53

(B) The tenant from year to year of premises was ordered by the sanitary authority under s. 4 of the Public Health (London) Act, 1891, to abate a nuisance due to structural defects in the drains:—*Held*, that he was entitled to recover the expenses of obeying the order from his landlord under s. 11, sub-s. 1, of the Act. *GERHARDT v. SAUNDERS* - *Div. Ct.* [1892] 2 *Q. B.* 452

11. — *Covenant—Quiet enjoyment.*] An assignee of an underlease sued the sub-lessor for breach of a covenant for quiet enjoyment on the ground that the superior landlord had re-entered for breach of a covenant in the head lease:—*Held*, that an interruption from the superior landlord was not an interruption from "any person claiming by, through, or under" the sub-lessor, and therefore was not a breach of the covenant for quiet enjoyment in the sub-lease. *KELLY v. ROGERS* - *C. A.* [1892] 1 *Q. B.* 910

12. — *Covenant—Quiet enjoyment.*] The defendant leased a mine to the P. Co. and subsequently an adjoining mine at a higher level to the plaintiff. The plaintiff's lease contained a covenant for quiet enjoyment. The P. Co., while properly working their mine, tapped a large body of underground water which, after flooding them out, rose up into the plaintiff's mine:—*Held*, that the defendant was not liable under the covenant. *HARRISON, AINSLIE & Co. v. LORD MUNCASTER*

[*C. A.* [1891] 2 *Q. B.* 680

13. — *Covenant—Quiet enjoyment—Derogation from Grant.*] A cattle salesman occupied premises under leases granted by a municipal corporation with covenants for quiet enjoyment, and used the premises for the sale of cattle. The corporation, after the grant of the leases, acting as urban authority, established a cattle market in the borough, and published a list of tolls. The salesman was convicted of selling cattle on the

LANDLORD AND TENANT—LEASE—continued.

said premises, which were within the borough, but not within the limits of the market:—*Held*, (1) that the creation of the borough market was not a derogation from the grant of the leases; (2) that the leases gave no right to sell cattle within s. 166 of the Public Health Act, 1875, with which the corporation could not interfere by establishing a market; (3) that the salesman was liable to a penalty under s. 13 of the Markets and Fairs Clauses Act, 1847. *SPURLING v. BANTOFT* - *Div. Ct.* [1891] 2 *Q. B.* 384

14. — *Covenant—"Repair, maintain, and uphold"—Inherent defect.*] A lessee covenanted to repair and maintain the demised premises. The house, which was old, became dangerous owing to faults in the foundation, and had to be pulled down:—*Held*, that the lessee was not liable on his covenant for the costs of rebuilding. The age and condition of a house at the beginning of the tenancy are to be taken into consideration in deciding whether there has been a breach of a general covenant to repair. *LISTER v. LANE* - *C. A.* [1893] 2 *Q. B.* 312

15. — *Covenant—Repair—Breach—Measure of damages.*] Principle upon which damages for non-repair of premises should be assessed in an action brought after the termination of the lease, where the lessor had in a previous action for the same object obtained money as damages from the lessee, but no repairs had been effected. *HENDERSON v. THORN* - *Div. Ct.* [1896] 2 *Q. B.* 164

16. — *Covenant—Repairs—Breach—Liability of underlessee.*] An underlessee (even though of the whole premises in the head lease) is not as between himself and the original lessor a "lessee" within s. 2 (1) of the Conveyancing Act, 1892, and therefore the lessor is not entitled to recover from him the costs of solicitor and surveyor incurred in preparing a schedule of defects in repair. *NIND v. NINETEENTH CENTURY BUILDING SOCIETY* - *C. A.* [1894] 2 *Q. B.* 236 *revers.* [*Div. Ct.* [1894] 1 *Q. B.* 472

17. — *Covenant—Repairs—Breach—Measure of damages.*] The proper measure of damages in an action, brought after the expiration of the term for a breach of covenant to repair, is the cost of putting the premises into the state of repair required by the covenant. The fact that the incoming tenant has effected the repairs at his own cost will not deprive the lessor of his right to recover the full damages. *JOYNER v. WEEKS*. *Div. Ct. varied by C. A.* [1891] 2 *Q. B.* 31

18. — *Covenant—Repair—Underlease—Damages.*] The measure of damages for breach of a covenant to keep demised property in repair is not the same in the case of an underlease as in that of a direct lease with a freehold reversion.

Where the underlessee has notice that there is a superior landlord, the immediate lessor's liability over to that landlord must be taken into account; and the cost of putting the property into repair at the end of the term may properly be considered for that purpose. *EBBERTS v. CONQUEST* - *C. A.* [1896] 2 *Ch.* 377

19. — *Covenant—Specific performance.*] Specific performance of a covenant by the landlord to appoint a resident porter to a building let in

LANDLORD AND TENANT—LEASE—continued.
flats refused on the ground that to enforce the complete performance of the covenant (*i.e.*, that the porter should perform certain duties for the tenants) would require supervision which the Court could not undertake. **RYAN v. MUTUAL TONTINE WESTMINSTER CHAMBERS ASSOCIATION**

[Smith J. [1892] 1 Ch. 427; *revers.* by C. A. [1893] 1 Ch. 116]

20. — Covenant — Subletting — Breach — Measure of damages.] A lessee, in breach of his covenant not to sublet without the written consent of the lessor, sublet his premises to a turpentine distiller. The house was burnt down:—*Held*, that the loss caused by the fire was the natural result of the breach of covenant, and was, therefore, recoverable as damages in the action. **LEPLA v. ROGERS** - **Hawkins J.** [1893] 1 Q. B. 31

21. — Determination — Notice — Sufficiency of notice.] If the case of a lease determinable at the end of seven years by six months' notice, a letter by the lessee stating that he would not be able to stop over the first seven years of his term unless his rent was reduced held to be sufficient to determine the lease. **BURY v. THOMPSON**

[1895] 1 Q. B. 231; *affirm.* by C. A. [1895] 1 Q. B. 696]

22. — Determination — Yearly tenancy — Notice to quit — Commencement of tenancy — "At" — "From."] A yearly tenancy was expressed in the agreement to commence "on" May 19, and the apportioned rent to the next quarter-day, June 24, was to be paid on signing the agreement, and the future rent to be paid on the usual quarter-days, and in a subsequent year six months' notice to quit was given for May 19:—*Held*, that the tenancy commenced on May 19 and not on June 24, and expired at midnight on May 18:—*Held*, also (A. L. Smith L.J. doubting), that the notice for the anniversary of the commencement of the tenancy was sufficient, and that there was no distinction between tenancies commencing "at" a particular time or "on" a particular day and "from" the same day:—*Held*, also, that an oral agreement to continue the tenancy beyond a year was invalid under the Statute of Frauds, there being no fresh demise. **SIDEBOTHAM v. HOLLAND**

[C. A. *revers.* **Bruce J.** [1895] 1 Q. B. 378]

23. — Forceful entry — Landlord and tenant.] On a tenant refusing to quit after due notice, justices issued a warrant ordering him to give up possession within twenty-one days. On the same day a builder under the landlord's orders began to remove the tiles of the house, preparatory to rebuilding, and in so doing damaged the tenant's furniture. The tenant sued for trespass and damage:—*Held*, (1) that the landlord's common law right of entry was not suspended by the issuing of the possession warrant; (2) that the removal of the tiles did not amount to a forcible entry, and the tenant had no cause of action. **JONES v. FOLEY** - **Div. Ct.** [1891] 1 Q. B. 730

24. — Forfeiture on bankruptcy of lessee or assignee.] In a lease there was a covenant not to assign without the consent in writing of the lessor, "such consent not to be withheld to a respectable and responsible tenant," and a proviso

LANDLORD AND TENANT—LEASE—continued.
for re-entry if (*inter alia*) "the lessee, his executors, administrators, or assigns should become bankrupt." The lessee assigned, with the consent of the lessor, and subsequently to such assignment became bankrupt:—*Held*, that the proviso for re-entry referred only to the bankruptcy of the person who for the time being was possessed of the term, and that consequently no forfeiture had been incurred. — *Quere*, whether the right to enforce a forfeiture on the bankruptcy of the lessee is affected by an annulment of the bankruptcy. **SMITH v. GRONOW** - **Wright J.** [1891] 2 Q. B. 394

25. — Forfeiture — Relief — Compensation for — 44 & 45 Vict. c. 41, s. 14.] The "compensation" for breach of covenant which a lessee is liable to pay under s. 14 of the Conveyancing Act, 1881, does not include the costs incurred by the lessor in consulting and employing a solicitor and surveyor in respect of the preparation of the notice required by that section. **SKINNERS' CO. v. KNIGHT** [C. A. [1891] 2 Q. B. 542]

26. — Forfeiture — Relief — Parties — 23 & 24 Vict. c. 126, s. 1.] Mortgagees by way of underlease applied for relief against a forfeiture for non-payment of rent, but did not make the original lessee, against whom the forfeiture had gone, a party to the application:—*Held*, that relief ought not to be given in the absence of the original lessee. **HARE v. ELMS**

[Div. Ct. [1893] 1 Q. B. 604]

27. — Forfeiture — Relief — Practice — 55 & 56 Vict. c. 13.] An application by an underlessee for a vesting order under s. 4 of the Conveyancing Act, 1892, may be made by defence and counterclaim in the lessor's action for possession. **WARDENS, &c., OF CHOLMELEY'S SCHOOL, HIGH-GATE v. SEWELL (No. 1)** - **Div. Ct.** [1893] 2 Q. B. 254

28. — Forfeiture — Relief — Re-entry — 44 & 45 Vict. c. 41, s. 14.] A lessee cannot apply under s. 14 of the Conveyancing Act, 1881, for relief against re-entry or forfeiture after the lessor has actually re-entered. **ROGERS v. RICE**

[C. A. *affirm.* **Kekewich J.** [1892] 2 Ch. 170]

[But see now *Conveyancing and Law of Property Act*, 1892 (55 & 56 Vict. c. 13), s. 2 (1).]

29. — Forfeiture — Relief — Underlessee — 44 & 45 Vict. c. 41, s. 14.] The Court cannot relieve an underlessee of part of the demised premises from a forfeiture incurred for breach of covenant to repair contained in the head lease. **BURT v. GRAY** - **Mathew J.** [1891] 2 Q. B. 98

30. — Forfeiture — Relief — 44 & 45 Vict. c. 41, s. 14; 55 & 56 Vict. c. 13, s. 2.] A lessee who in obedience to a notice from his lessor under s. 14, sub-s. 1, of the Conveyancing Act, 1881, remedies the breach of covenant specified and makes the compensation demanded, and thereby renders unnecessary an application to the Court under sub-s. 2 for relief from forfeiture for such breach, is not relieved under the provisions of that Act within the meaning of s. 2, sub-s. 1, of the Conveyancing Act, 1892, that expression referring not to s. 14 (1) of the Act of 1881, but to relief

LANDLORD AND TENANT—LEASE—continued.

granted by the Court under that Act or the Act of 1892. *NIND v. NINETEENTH CENTURY BUILDING SOCIETY* - C. A. [1894] 2 Q. B. 228

[*revers. Div. Ct.* [1894] 1 Q. B. 473]

31. — *Forfeiture — Relief — Under-leasee — Bankruptcy of lessee*—55 & 56 *Vict. c. 13.*] The provisions of s. 4 of the Conveyancing Act, 1892 (enabling the Court to grant relief to an under-lessee upon forfeiture by the lessee), extend to cases in which the Court would have no power to grant relief to the lessee himself.—The conditions on which relief ought in such a case to be granted to the under-lessee considered.—The history of the statutory power to grant relief against forfeiture traced. *WARDENS, &c., of CHOLMELEY'S SCHOOL, HIGHGATE v. SEWELL* (No. 2)

[*Charles J.* [1894] 2 Q. B. 906]

32. — *Forfeiture—Relief—Underletting—Mistake*—44 & 45 *Vict. c. 41, s. 14.*] A tenant, contrary to his covenant, underlet without the written consent of the landlord. The consent, if asked, must have been granted. The omission was solely due to the solicitor forgetting to examine the head lease. The landlord claimed to re-enter:—*Held*, that omission to ask for consent due to the forgetfulness of the tenant's agent was not a "mistake" in respect of which the Court could grant equitable relief against forfeiture for breach of covenant. *BARROW v. ISAACS & SONS* - C. A. [1891] 1 Q. B. 417

33. — *Forfeiture—Valid notice—Procedure*—44 & 45 *Vict. c. 41, s. 14.*] A notice under s. 14 (1) of the Conveyancing Act, 1891, requiring the lessee to remedy a breach of covenant, is good, though it does not require payment of compensation in money. A writ and not an originating summons is the proper mode to raise the question of the validity of such a notice. *LOCK v. PRABCE* - North J. [1892] 2 Ch. 328; [*affirm. by C. A.* [1893] 2 Ch. 271]

34. — *Furnished house—Fitness for occupation.*] On the letting of furnished lodgings there is no implied agreement that the lodgings shall continue fit for occupation during the term. *SARSON v. ROBERTS* - C. A. [1895] 2 Q. B. 395

35. — *Holding over—Implied yearly tenancy.*] If a tenant remain in possession by consent after the expiration of a lease, and there is no stipulation to the contrary, the law implies a yearly tenancy on such of the terms of the former lease as are not inconsistent with such a tenancy. The implication in this case was confirmed by the terms of a letter containing a notice to quit, sent after the expiration of the original lease. *DOUGAL v. MCCARTHY* - C. A. [1893] 1 Q. B. 736

36. — *Holding over—Telephone wire—Notice determining tenancy—Acceptance of rent.*] In 1889 the N. Co. supplied a telephone wire and apparatus to K. for three years at a rent payable quarterly; upon the expiration of the term the parties continued the agreement by mutual consent. On Dec. 30, 1893, the last day of a quarter, the N. Co. gave notice terminating the agreement forthwith and demanded rent up to Dec. 31, being one day beyond the quarter. The rent was paid and accepted by the N. Co. On motion to restrain the N. Co. from cutting the wire:—

LANDLORD AND TENANT—LEASE—continued.

Held, that the agreement created the relation of landlord and tenant between the N. Co. and K., and therefore the acceptance of rent for a day beyond the notice determining the tenancy acted as a waiver of that notice. An injunction granted restraining the N. Co. from interfering with the wire and apparatus. Rules as to injunction ordering specific performance considered. *KEITH, PROWSE & CO. v. NATIONAL TELEPHONE CO.*

[*Kekewich J.* [1894] 2 Ch. 147]

37. — *Interesse termini.*] (A) The phrase is not applicable to freehold leases. *ECCLESIASTICAL COMMISSIONERS v. TREEMER*

[*Chitty J.* [1893] 1 Ch. 166]

(B) A person having only an *interesse termini* cannot maintain an action on a covenant for quiet enjoyment; nor an action for trespass, nor for damages. *WALLIS v. HANDS*

[*Chitty J.* [1893] 2 Ch. 75]

— *Option to purchase machinery.*

See COMPANY—WINDING-UP—SET-OFF.

38. — *Option to purchase—Notice—Time—Statute of Frauds* (29 *Car. 2, c. 3*), s. 3.] A lease contained an option to purchase the leasehold premises within three years on giving six months' previous notice:—*Held*, that the notice, to be in time, must be given so as to fall within the three years, i.e., not later than two and a half years after the period began to run. *RIDDELL v. DURNFORD* - Chitty J. [1893] W. N. 30

39. — *Recovery of possession—Freehold lease—Statute of Limitations*—3 & 4 *Will. 4, c. 27, s. 29.*] In 1805 A. granted a freehold lease to B. for lives; the last of such lives dropped in 1874. In 1807 B. granted a sub-lease to C. of part of the property for ninety-nine years, determinable on the dropping of the same lives as in the over lease. The sub-lease therefore ran out in 1874. In 1832 the representatives of B. surrendered the 1805 lease to A., who granted a new freehold lease for lives; the last of these lives dropped in 1891. The plaintiffs claiming through A. had since 1839 received the rents under the lease of 1832; defendants claiming through C. had since 1874 been in actual possession without title:—*Held*, that as the lease of 1832 was valid under s. 6 of Geo. 2, c. 28, the plaintiffs' right to sue did not accrue till 1891, and therefore defendants were not entitled to the benefit of the Statute of Limitations. *ECCLESIASTICAL COMMISSIONERS v. TREEMER*

[*Chitty J.* [1893] 1 Ch. 166]

40. — *Re-entry for non-payment of rent—Construction of proviso.*] Proviso granting right of re-entry "if and whenever any one quarter's rent should be in arrear for twenty-one days and no sufficient distress could be found":—*Held*, that the landlord could enforce the proviso after levying a distress which was only sufficient to pay two out of the three quarters' rent owing. *SHEPHERD v. BERGER* - C. A. [1891] 1 Q. B. 597

41. — *Re-entry—Forfeiture—Relief—Chose in action—Trustee in bankruptcy.*] The jurisdiction to grant a lessee relief against forfeiture for non-payment of rent is not confined to cases where the lessor has re-entered under legal process, but extends to cases where the lessor has recovered possession without the aid of the Court. In such

LANDLORD AND TENANT—LEASE—continued.

a case an order may be made declaring that the lessee may hold the lands according to the lease, without any new lease. This right is a *chose in action*, and in the case of a bankrupt vests in his trustee, who is entitled to assign it to a purchaser. **HOWARD v. FANSHAW**

[*Stirling J.* [1895] 2 Ch. 581

42. — Rent—Payable in advance—Demand—Distress—Reasonable notice.] A tenant agreed to pay his rent "quarterly on the usual quarterly days and always if required in advance"—*Held*, (1) that the effect of this agreement was that the rent was due throughout in advance; (2) that whether any demand was made or not, the demand might be made at any time during the currency of the quarter, and distress might follow immediately on demand, if delay would defeat the landlord's remedy. **LONDON AND WESTMINSTER LOAN AND DISCOUNT CO. v. LONDON AND NORTH WESTERN RAILWAY CO.**

[*Div. Ct.* [1893] 2 Q. B. 49

— *Rent, repairs, and renewal fines.*

See TENANT FOR LIFE—Apportionment. 9.

— *Sale of leaseholds.*

See VENDOR AND PURCHASER—Title. 9.

43. — Sub-lease—Implied covenants for title or for quiet enjoyment—Duration of covenants.] A. held a term of years in a house and sub-leased it to B. by indenture for a term exceeding his own term, acting by mistake but in good faith. The sub-lease did not contain the word "demise," nor any express covenants for title or for quiet enjoyment:—*Held*, that, assuming that in the absence of the word "demise" either of such covenants could be implied in the lease, the duration of the covenant was limited by that of the lessor's own estate, and that consequently the *pltf.* could not recover. **BAYNES & CO. v. LLOYD & SONS** — *Div. Ct.* [1895] 1 Q. B. 820; [affirm. by C. A. [1895] 2 Q. B. 610

44. — effect of Surrender on underleases.] S., the *def.*, conveyed as "beneficial owner" lands to B., who sold them to the *pltf.* S. had previously granted a lease to B. which B. had surrendered, but without informing S. that he had, when lessee, granted sub-leases by way of mortgage. After B. had bought the land the sub-leases were discovered, and B. claimed damages from S. for breach of covenant against incumbrances implied in his conveyance as beneficial owner:—*Held*, by C. A., that the sub-leases claimed through S.; that the term had not been merged by the surrender so as to exclude the sub-leases, and consequently, as S.'s covenant ran with the land, and B.'s fraud did not, S. was liable to the *pltf.* for damages. **DAVID v. SABIN** [*Romer J.* [1892] W. N. 115; [revers. by C. A. [1893] 1 Ch. 523

45. — Surrender—Parol consent—Statute of Frauds (29 Car. 2, c. 3), s. 3.] Parol consent of an old tenant to a new lease does not operate as a surrender of the old lease by operation of law or otherwise, so as to take the case out of the operation of the Statute of Frauds, s. 3. There is no surrender by operation of law, unless the old tenant give up possession to the new tenant

LANDLORD AND TENANT—LEASE—continued.

at or about the time of the grant of the new lease to which he assigns. **WALLIS v. HANDS**

[*Chitty J.* [1893] 2 Ch. 75

46. — Underlease—Grant or assignment of title—"Leasehold reversion"—44 & 45 Vict. c. 41, s. 13.] On a contract to underlet, or to assign an underlease, the underlessee or purchaser has a right to call for the lease of the lessor or assignor. "Leasehold reversion" (Conveyancing Act, 1881, s. 13, sub-s. 1, s. 3, sub-s. 1), a title to which need not be shewn to an underlessee or assignee, means the leasehold reversion to the lease out of which the sub-lease is to be granted, and not the reversion to the underlease. **GOSLING v. WOOLF**

[*Div. Ct.* [1893] 1 Q. B. 39

47. — "Usual covenants."] Question as to what are "usual covenants" in the lease of a public-house, and as such to be inserted in a lease where the contract is silent as to covenants. *In re* LANDER AND BAGLEY'S CONTRACT

[*Chitty J.* [1892] 3 Ch. 41

48. — Validity—Receipt clause—44 & 45 Vict. c. 41, s. 18 (6).] A lease was granted for ninety-nine years in consideration, *inter alia*, of moneys expended on building:—*Held*, on the evidence, that the lease was invalid under s. 18, sub-s. 6, of the Conveyancing Act, 1881, as not reserving the best rent without any fine being taken:—*Held*, also, that the statement of the consideration was not a "receipt" which would give a purchaser of the lease the benefit of s. 55 of the same Act. **RENNER v. TOLLEY** *Stirling J.* [1893] W. N. 80

49. — Waste.] To obtain an injunction against a tenant to restrain waste it must be proved that what the tenant is doing is prejudicial to the inheritance. If it improves the value of the land it is not waste. "Ameliorating waste" discussed. **MEUX v. COBLEY** — *Kekewich J.* [1892] 2 Ch. 253

— *Yearly payment for automatic machine.*

See STAMPS. 1 (B).

— *Yearly payment for telephonic communication.*

See STAMPS. 1 (A).

LANDLORD AND TENANT—MORTGAGE.

1. — Mortgage.] A mortgagor let the mortgaged premises subsequently to the mortgage:—*Held*, that the mere fact of the tenant remaining in possession after notice to pay rent to the mortgagees was not evidence of an agreement that he should become tenant to the mortgagees. **TOWERSON v. JACKSON** — *O. A. affirm. Div. Ct.* [1891] 2 Q. B. 494

2. — Relation of landlord and tenant under attornment clause in mortgage.] A mortgagor in possession leased to A., pursuant to s. 18 of the Conveyancing Act, 1881, the mortgagees not being parties:—*Held*, that A.'s lease was binding on the mortgagees. **WILSON v. QUEEN'S CLUB** [*Romer J.* [1891] 3 Ch. 522

LANDLORD AND TENANT (IRELAND).**Lease.**

Agreement for a letting for clergyman's residence—Erection of huts for evicted tenants.] *Held*, on the construction of an artificially drawn agreement for a lease made in 1839 for providing a residence for a Roman Catholic priest, that the

LANDLORD AND TENANT (IRELAND)—Lease
—continued.

erection of huts on the demised premises for the protection and shelter of evicted tenants was inconsistent with the purpose for which the holding had been let. *KEHOE v. MARQUIS OF LANS-
DOWNE* - - - *H. L. (L.) [1893] A. C. 451*

LANDLORD AND TENANT (SCOTLAND).

See *SCOTTISH LAW—Landlord and Tenant.*

LANDS CLAUSES ACTS.

See *LAND—Acquisition under Lands Clauses Acts.*

LANE.

— Closing.

See *CANADA—LAW OF CANADA—Dom-
inion and Constitutional Law—(il.)
As to Special Matters. 7.*

LAPSE.

— of Foreign Patent.

See *PATENT—Prolongation. 2, 3.*

— of Gift by Will.

See *WILL—LAPSE; WILL—SPECIFIC
DEVISE. 7.*

LARCENY.

See *CRIMINAL LAW—OFFENCES AGAINST
PROPERTY. 6, 7, 8.*

"LAWFUL PURPOSE."

— Subscription to strike fund.

See *INDUSTRIAL, &C., SOCIETY. 1.*

LAW OFFICERS OF THE CROWN.

*Treasury Minutes relating to their remunera-
tion and their permanent clerical staff. Parl.
Paper, 1893-4 (62). Vol. L. 465. Price ½d.*

*Return of emoluments of the Attorney and
Solicitor General. Parl. Paper, 1894 (107).
Vol. LI. 197. Price ½d.*

*Return of the sums paid in Salaries and Fees
to the Law Officers of the Crown in England, Ire-
land, and Scotland since 1880, with Treas. Minutes.
Parl. Paper, 1895 (429). Sess. 2. Price 2d.*

*Treasury Minute regulating the salaries of the
law officers. Parl. Paper, 1895 (431), Sess. 2.
Price ½d.*

"LAW REPORTS."

*Citation of cases.] Observations of Keke-
wich J. as to authority of cases not reported in
THE LAW REPORTS. OWEN v. RICHMOND
[1895] W. N. 29*

LAY DAY.

See *SHIP—BILL OF LADING—Demurrage.
4.*

LEASE.

See *LANDLORD AND TENANT—LEASE;
LANDLORD AND TENANT (IRELAND)—
Lease.*

— Agreement—Costs of preparing.

See *SOLICITOR—BILL OF COSTS—Re-
muneration Order. 9, 10, 11.*

— Building leases of settled land.

See *SETTLED LAND—SETTLED ESTATES
ACT. 2; SETTLED LAND—SETTLED
LAND ACTS—Tenant for Life. 2.*

— Income tax on renewal fines.

See *INCOME TAX. 11.*

LEASE—continued.

— Sale of leaseholds.

See *VENDOR AND PURCHASER—Title. 9,
18.*

— Usual covenants.

See *LANDLORD AND TENANT—LEASE.
47.*

LEASEHOLD HOUSE.

— Liability for rent, &c., as between tenant for
life and remainderman.

See *TENANT FOR LIFE—Apportionment.
9.*

LEASING POWERS.

See *SETTLED LAND—SETTLED LAND ACTS
—Tenant for Life. 10—12.*

LECTURE.

— on Sunday.

See *SUNDAY—Observance.*

LEEWARD ISLANDS.

— Death duties.

See *DEATH DUTIES—Estate Duty.*

LEGACY.

See *WILL—LEGACY.*

— Satisfaction of debt by.

See *DEBT. 3.*

LEGACY DUTY.

See *DEATH DUTIES—Legacy Duty.*

LEGAL ESTATE.

— Conflicting equities—Priority of mortgagees.

See *MORTGAGE—PRIORITY.*

— Devise to trustees.

See *VENDOR AND PURCHASER—Title. 7.*

— Failure of beneficiaries.

See *TRUSTEE—LEGAL ESTATE.*

LEGITIMACY.

1. — *Declaration—Petition under 21 & 22
Vict. c. 93—Costs.]* In proceedings on a petition
under the Legitimacy Declaration Act, 1858, the
Court has jurisdiction to order a person who has
been cited and who has intervened and opposed
the petition to pay the petitioner's costs. *Per
Butt Pres.: The Attorney-General is not liable
to pay and cannot receive costs in such proceed-
ings. BAIN v. ATTORNEY-GENERAL. Butt Pres.
[1892] P. 217; affirm. by C. A. [1892] P. 261.*

2. — *Legitimation per subsequens matri-
monium—Inheritance of land in England.]* A
child legitimised by the subsequent marriage of
its parents under the law of their domicile can
take English land as a legitimate child under a
devise by will of realty. *In re GREY'S TRUSTS.
GREY v. EARL OF STAMFORD - - - Stirling J.
[1892] 3 Ch. 88*

*And see CANON LAW; CYPRUS—Law of
Cyprus; WILL—WORDS.*

LETTER OF INSTRUCTION.

See *PROBATE—GRANT OF PROBATE. 6.*

LETTERS.

— Admission in letters.

See *PRACTICE—PAYMENT INTO COURT—
On Admissions. 3.*

— Contract by—Acceptance and withdrawal of
offer—Time.

See *CONTRACT—Formation. 2.*

LETTERS OF ADMINISTRATION.

See PROBATE—GRANT OF ADMINISTRATION; PROBATE—REVOCATION OF ADMINISTRATION.

LEVEL CROSSING.

See RAILWAY—RAILWAY CLAUSES ACT. 4.

LEWES.

— Prison.

See COUNTY COURT—Committals.

LIABILITY.

— of Agent.

See PRINCIPAL AND AGENT—Liability of Agent.

— of Banker.

See BANKER—Liability.

— Contingent.

See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 9.

— of Directors.

See COMPANY—DIRECTORS—Liability.

— of Executors.

See EXECUTOR—Liability.

— of Landlord.

See LANDLORD AND TENANT—LANDLORD'S LIABILITY.

— Limitation of.

See SHIP—OWNER—Limitation of Liability.

— of Liquidator.

See COMPANY—WINDING-UP—Costs. 2, 7.

— of Master.

See MASTER AND SERVANT—Liability for Acts of Servants; Liability for Injuries to Workmen.

— of Members of Trade Union.

See TRADE UNION. 3.

— of Mortgagee.

See MORTGAGE—LIABILITY OF MORTGAGEE.

— of Partners.

See PARTNERSHIP—Liabilities.

— of Principal.

See FACTOR—PRINCIPAL AND AGENT—Liability of Principal.

— of Shipowner.

See SHIP—OWNER.

— of Solicitor.

See SOLICITOR—LIABILITY.

— of Surety for Receiver.

See PRACTICE—RECEIVER—Security. 2.

— of Trustee.

See TRUSTEE—DUTIES AND LIABILITIES.

"LIABLE TO BE SEIZED."

See LONDON COUNTY—NUISANCES AND SANITATION. 8.

LIAR.

See DEFAMATION—LIBEL. 4, 10.

LIBEL.

See DEFAMATION—LIBEL.

— Appeal—Order allowing prosecution.

See PRACTICE—APPEAL—Appeals to Divisional Court. 1.

— Payment into Court.

See PRACTICE—PAYMENT INTO COURT—By Voluntary Act. 2.

LIBERIA.

— Extradition.

See EXTRADITION.

LIBERTY.

See HAVERING-ATTE-BOWER.

LONDON COUNTY—ADMINISTRATION OF JUSTICE—Sessions.

LIBERTY OF THE SUBJECT.

See PRACTICE—APPEAL—Appeals to Court of Appeal. 22.

LIBRARY.

By the Public Libraries Act (55 & 56 Vict. c. 53) the previous Acts were consolidated and amended.

By the Public Libraries (Amendment) Act, 1893 (56 & 57 Vict. c. 11), the Public Libraries Act, 1892, was amended.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), the Public Libraries Act, 1892, was amended.

Income tax—Urban authority—"Literary and scientific institution." A public library vested in a library authority under the Public Libraries Act, 1892, is not a "building the property of a literary or scientific institution" within s. 61, No. VI. of the Income Tax Act, 1842, and the authority is therefore not exempt from income tax in respect thereof. *MANCHESTER (CORPORATION) v. MCADAM* - C. A. (Escher M.B. dissent.) [1895] 1 Q. B. 673

LICENCE.

— to use Copyright.

See COPYRIGHT—Book. 5.

COPYRIGHT—Infringement. 5.

— to sell Foreign Game.

See EXCISE.

— to sell Intoxicating Liquors.

See INTOXICATING LIQUORS—Licence.

— Music and dancing.

See COUNTY COUNCIL—Powers. 3, 4.

LONDON COUNTY—MUSIC AND DANCING.

— to work Patent.

See PATENT—Licence.

— Pawnbroker's.

See PAWNBROKER.

LICENSING ACTS.

See INTOXICATING LIQUORS.

LIEN.

— on Goods in Cloak-room.

See RAILWAY—MANAGEMENT.

— of Innkeeper.

See INNKEEPER. 2.

— Maritime.

See SHIP—MARITIME LIEN.

— on railway company's funds for Promoter's expenses.

See RAILWAY—COMPANIES CLAUSES ACT. 1.

— on Shares for debt of shareholder to company.

See COMPANY—SHARES—Lien.

— Solicitor's.

See SOLICITOR—LIEN.

— Trustee's.

See TRUSTEE—DUTIES, &c.—Breach of Trust. 15, 16.

LIFE INSURANCE.

See INSURANCE, LIFE.

LIFE INTEREST.

— Hotspot—Valuation.

See SETTLEMENT—Construction. 10.

LIFE-SAVING APPARATUS.

See SHIP—LIFE-SAVING APPARATUS.

LIGHT (EASEMENT OF).

1. — *Commencement of right of action.* An inchoate title under the Prescription Act cannot be treated as complete even if effectual interruption before the title becomes absolute is impossible. — In an action to restrain interference with access of light, an interlocutory injunction was granted; but so as not to prevent building up to the height of houses removed more than nineteen and less than twenty years before action brought. *LORD BATTERSEA v. COMMISSIONERS OF SEWERS FOR THE CITY OF LONDON* — North J. [1895] 2 Ch. 708

2. — *Devise of house to one and of land adjoining to another.* The owner in fee of a house and an adjoining field over which the light required for the windows of the house passed devised the house to A. and the field to B. — *Held*, that the right to light over the field passed to the devisee of the house, and that the devisee of the land had no right to obstruct the light. *PHILLIPS v. LOW* [Chitty J. [1893] 1 Ch. 47

3. — *Extinguishment—Rebuilding.* In order to preserve in a new building the right to light enjoyed by the old building, it must be shown that some defined part of an ancient window admitted access of light through the space occupied by a defined part of a window in the new building. *PENDARYES v. MONRO* — North J. [[1892] 1 Ch. 611

4. — *Inchoate right.* An injunction to protect an inchoate right which in a few months would ripen under s. 3 of the Prescription Act, 1832, into an absolute and *indefeasible right* to ancient lights refused, and the plaintiffs left to their remedy when the twenty years had expired. *GOVERNORS OF BRIDEWELL HOSPITAL v. WARD, LOCK, BOWDEN & CO.* — Kekewich J. [[1892] W. N. 194

5. — *Leasehold—Injunction or damages.* As a rule, where threatened injury to light is substantial and there is no imperfection in the plaintiff's title to relief (as by laches) injunction is the proper remedy. Whether the Court has jurisdiction to award damages by way of compensation for an injury threatened and intended but not yet committed, *quære*. In this case Kekewich J. awarded damages instead of an injunction, but the C. A. discharged the order and granted an injunction as regards the threatened obstruction. *MARTIN v. PRICE* — Both Courts [1894] 1 Ch. 276

6. — *Leasehold—Prescription Act, 1832, s. 3.* A tenant who by twenty years' enjoyment has obtained a right of light over other property of his landlord, retains the right if he continue in occupation of the house after the expiration of his lease. *ROBSON v. EDWARDS* — North J. [[1893] 2 Ch. 146

7. — *Obstruction—Mandatory injunction—Pulling down.* (A) After service of writ the defendant hurried on with his buildings in the hope that when once up the Court might decline to order them to be pulled down. The Court, with-

LIGHT (EASEMENT OF)—continued.

out entering into the merits of the case, ordered the wall to be pulled down, being satisfied that the plaintiff would have been entitled to an injunction for the purpose of keeping matters *in statu quo*. *DANIEL v. FERGUSON* — C. A. affirm. [Stirling J. [1891] 2 Ch. 27

(B) A mandatory injunction for the pulling down of an obstructing wall granted. *SHIEL v. GODFREY & CO.* Kekewich J. [1893] W. N. 115

(C) The defendant was erecting a building near the plaintiff's house. The plaintiff warned the defendant that if the building were continued he would sue to restrain it as an obstruction of his ancient lights. After action brought the defendant evaded service of the writ for several days, and in the meantime continued the building till substituted service on him was effected:—*Held*, that the defendant's evasion of the writ brought the case within the principle of *Daniel v. Ferguson* ([1891] 2 Ch. 27), and that the plaintiff was entitled to an interlocutory mandatory injunction ordering the defendant to pull down so much of the building as had been erected after the plaintiff had warned the defendant that he intended to bring an action. *VON JOEL v. HORNSEY* — C. A. affirm. Kekewich J. [[1895] 2 Ch. 774

8. — *Obstruction—Reservation in lease of right to obstruct light.* A reservation in a lease of the right to obstruct light prevents the lessee from acquiring a right to light under s. 3 of the Prescription Act, 1832. Where the document of title is sufficient to pass the soil *ad medium filum viæ*, houses on opposite sides of a street are adjacent or contiguous to each other. *HAYNES v. KING* — North J. [1893] 3 Ch. 439

9. — *Prescription against Crown.* The Crown, not being named in s. 3 of the Prescription Act, 1832, is not bound by it, and, consequently, no right of light can be obtained by virtue of that section over land in possession of the Crown, whether held directly or through trustees. The general words in s. 2, in which the Crown is named, do not apply to an easement of light, which is governed exclusively by s. 3 and subsequent ancillary sections. *PERRY v. EAMES, SALAMAN v. EAMES, MERCERS' CO. v. EAMES* — Chitty J. [1891] 1 Ch. 658

10. — *Prescription against Crown—Lessee of Crown.* Sect. 2 of the Prescription Act, 1832, does not apply to the easement of light, s. 3 does not bind the Crown, and in the case of lights dating from 1852 a lost grant will not be presumed against the Crown acting through the Commrs. of Woods:—*Held* also (reversing Kekewich J.), that the plaintiff could not establish a right against the Crown lessees for their term, inasmuch as an easement, if acquired by prescription, must be absolute and not for a term of years. *WHEATON v. MAPLE & CO.* — C. A. affirm. [Kekewich J. [1893] 3 Ch. 48

11. — *Skylight.* There is no difference as to the easement of light between skylights and other windows. *HARRIS v. KINLOCH & CO.* [Kekewich J. [1895] W. N. 60

12. — *Special light for extraordinary purposes.* Under an implied grant of light sufficient light for ordinary business purposes alone

LIGHT (EASEMENT OF)—continued.

is granted and not light for special purposes, e.g. wool-sorting. *CORBETT v. JONAS* Kekewich J. [[1892] 3 Ch. 137]

And see *ALDIN v. LATIMER CLARK*, *MUIR-HEAD & Co.* - *Stirling J.* [1894] 2 Qb. 437

13. — *Unfinished house.*] In the case of a right to light and air arising through prescription, the time from which prescription is to be computed commences when the exterior walls with the window spaces are completed and the building roofed in, although the window sashes and the glass be not put in nor the interior finished till some time afterwards. *COLLIS v. LAUGHER* - *Romer J.* [1894] 3 Ch. 659

LIGHTED CANDLES.

— Communion Service.

See *ECCLIASTICAL LAW—Ritual*. 8.

LIGHTERMAN.

See *WATERMEN AND LIGHTERMEN'S COMPANY*.

LIGHTING STREETS.

— Power of urban authority.

See *STREETS AND BUILDINGS—Lighting*.

LIGHTING AND WATCHING ACT, 1833.

See *STREETS AND BUILDINGS—Lighting*.

LIGHTS.

See *SHIP—COLLISION*. 10, 11.

LIMITATION OF LIABILITY.

See *SHIP—OWNER—Limitation of Liability*.

LIMITATION OF TIME.

See *SUMMARY PROCEEDINGS—Jurisdiction, &c.* 1, 8, 9.

WATER—Supply under Water-Works Clauses Act. 10.

1. — *Cause of action, accrual of—Local sanitary authority—Public Health Act, 1875, s. 264.*] Objection that the right of action against a local authority, arising from subsidence of sewer, was lost, from the plff. not taking proceedings within six months:—*Held*, that a further subsidence which took place within six months before action constituted a distinct cause of action in respect of which proceedings could be taken. *CRUMBIE v. WALLSEND LOCAL BOARD* C. A. [1891] 1 Q. B. 503

2. — *Highway authority—Negligence—5 & 6 Will. 4, c. 50, s. 109—38 & 39 Vict. c. 55, s. 164.*] Action against urban authority for damages for negligence when acting as highway authority:—*Held*, that such an action must be brought within the three months prescribed by s. 109 of the Highway Act, 1835, and it was not sufficient if it were brought within the six months prescribed by s. 264 of the Public Health Act, 1875. *GRAHAM v. NEWCASTLE-UPON-TYNE CORPORATION* (No. 2) - C. A. [1893] 1 Q. B. 643

[But see now *Public Authorities Protection Act, 1893* (56 & 57 Vict. c. 61), repealing 5 & 6 Will. 4, c. 50, s. 109, and 38 & 39 Vict. c. 55, s. 164.]

— for Payment of Debt by Guardians.

See *POOR—Guardians*.

— for Renewal of writ.

See *PRACTICE—WRIT—Renewal*.

— Revivor.

See *PRACTICE—REVIVOR*. 4.

LIMITATION, WORDS OF.

— Effect in will.

See *WILL—ABSOLUTE GIFT*. 8.

LIMITATIONS, STATUTE OF.

By the *Public Authorities Protection Act, 1893* (56 & 57 Vict. c. 61), provisions are made for the limitation of actions against certain authorities and persons.

1. — *Absence beyond seas—Ambassador—21 Jac. 1, c. 16.*] The statute does not run against the creditors of a person beyond seas, notwithstanding the provisions of O. xi. as to service of writs out of the jurisdiction. Nor does it run against the creditors of an ambassador during the time he is accredited and for such a reasonable time afterwards as will enable him to wind up his official business, even if his successor is duly accredited during that time. *MUSCUBUS BEY v. GADBAN* - Div. Ct. [1894] 1 Q. B. 533; *affirm.* [by C. A. [1894] 2 Q. B. 352]

2. — *Acknowledgment—Payment to stranger—21 Jac. 1, c. 16.*] The maker of a promissory note repaid the same by instalments to the original holder, after the latter had indorsed it over to the plffs., to whom one payment was communicated:—*Held*, that such payments were not acknowledgments of the debt so as to prevent the statute running, as there was no authority to receive payment on behalf of the plffs. *STAMFORD, SPALDING, AND BOSTON BANKING CO. v. SMITH* - C. A. [1892] 1 Q. B. 785

3. — *Acknowledgment—Payment of interest—3 & 4 Will. 4, c. 42, s. 5.*] Payment of interest by tenant for life of a settled equity of redemption is sufficient to keep alive the right of action on the covenant of the settlor within 3 & 4 Will. 4, c. 42, s. 5. *DIBB v. WALKER* - Chitty J. [1893] 2 Ch. 429

4. — *Acknowledgment—Payment of interest by devisee—37 & 38 Vict. c. 57, s. 8.*] A testator, having covenanted for the payment of a sum of money after his death, to be held upon trusts under which his son was tenant for life, and charged the same with interest upon certain land, by his will devised the land, subject to the charge, to his son in fee. The money was never raised, nor any interest actually paid in respect of it, but the son entered into possession of the land, and for more than twelve years received the rents and profits:—*Held*, that the son not being liable to pay the interest no presumption of payment by him, on the ground of any duty to keep down the charge, could be made; and therefore that the claim of the trustees under the covenant against the testator's personal estate was barred by the Real Property Limitation Act, 1874, s. 8. *In re ENGLAND. STEWARD v. ENGLAND*

[Kekewich J. [1895] 2 Ch. 100;

affirm. by C. A. [1895] 2 Ch. 820]

5. — *Administration—Residuary legatee—Originating summons.*] A residuary legatee has a right to compel exors. to plead the statute against an old claim and may enforce the right on an originating summons. *In re WENHAM. HUNT v. WENHAM* - North J. [1892] 3 Ch. 59

6. — *Agreement for lease—Possession—3 & 4 Will. 4, c. 42, s. 7—37 & 38 Vict. c. 57, ss. 1, 9.*] Where land was the subject of a building agree-

LIMITATIONS, STATUTE OF—continued.

ment under which the builders or their nominees were entitled to a lease at a peppercorn rent, and in fact no lease was ever applied for or granted:—*Held*, that the statute did not begin to run against the landlord, since they had not an effective right of entry or action for the recovery of land, as any attempt to recover possession would have been immediately defeated by an application to a Court of Equity to enforce the performance of the agreement for a lease:—*Semble, per Kay L.J.*, that a person let in under such an agreement is a *cestui que trust* within the meaning of the proviso to s. 7 of the Real Property Limitation Act, 1833, and that therefore the s. does not apply. *WARREN v. MURRAY* - C. A. affirm. *Willis J.* [1894] 2 Q. B. 648

7. — *Bailment—Money deposited for safe custody.* Time does not begin to run under the Statute of Limitations (21 Jac. 1, c. 16) against a person who has entrusted money to another person for safe custody until demand, though it was contemplated that the bailee might use the money in business. *In re TIDD. TIDD v. OVERELL* [North J. [1893] 3 Ch. 154

8. — *Bankruptcy—21 Jac. 1, c. 16.* The Statutes of Limitation run against a trustee in bankruptcy just as it would against the bankrupt himself. *In re MANSEL. Ex parte NORTON* [C. A. [1892] W. N. 32

— *Bankruptcy—Annulment.*

See BANKRUPTCY—RECEIVING ORDER. 1.

9. — *Bankruptcy—Trustee.* The Trustee Act, 1888, s. 8, either does not apply to a trustee in bankruptcy, who is an officer of the Court, or if it does, it does not operate to bar the enforcement against such a trustee of an order to account. *In re CORNISH. Ex parte BOARD OF TRADE* - C. A. [1895] W. N. 152 (3); [affirm. Div. Ct. [1895] 2 Q. B. 634

— *Boundary.*

See BOUNDARY.

10. — *Cause of action—21 Jac. 1, c. 16.* The pltf. lent money to the deft. in 1880 under an agreement, which recited an agreement for a loan for five years, "subject to the power to call in the same at an earlier period in the events hereinafter mentioned." The deft. agreed to pay interest, and the pltf. not to call in the money for five years if the deft. should regularly pay interest. It was provided that if deft. should make default in any quarterly payment of interest for twenty-one days the pltf. might call in the principal. No interest was ever paid. The pltf. commenced his action within six years from the end of 1885:—*Held*, that the Statute of Limitations was a good defence, for that the time began to run from the earliest time at which the pltf. could have brought his action—i.e., twenty-one days after the first instalment of interest became due. *REEVES v. BUTCHER*

[C. A. [1891] 2 Q. B. 509

11. — *Collateral debt—Surety—Mortgage—3 & 4 Will. 4, c. 42, s. 8.* If a surety promise to pay a debt on demand as collateral security, a demand is necessary before action can be brought. The statute, therefore, begins to run, not from the time when the debt becomes due, but from

LIMITATIONS, STATUTE OF—continued.

the demand. *In re J. BROWN'S ESTATE. BROWN v. BROWN* - Chitty J. [1893] 2 Ch. 300

12. — *Company—Winding-up—Liability of directors—21 Jac. 1, c. 16.* The Statute of Limitations is no bar to an action seeking to make directors liable for the payment of interest out of capital, for the directors are in the position of trustees. *In re SHARPE. In re BENNETT. MASONIC AND GENERAL LIFE ASSURANCE CO. v. SHARPE* C. A. affirm. *North J.* [1892] 1 Ch. 154 [But see now the Trustee Act, 1888 (51 & 52 Vict. c. 59), s. 8.]

13. — *Concealed fraud—Fiduciary relation—21 Jac. 1, c. 16.* Where a father and his two sons had carried on business in partnership from 1870 to 1886, when the father died, and the sons carried on the business till 1893, when one of them died, and the other alleged concealed fraud by his brother before 1886:—*Held*, first, that, although the old partnership was terminated by the death of the father, the Statute of Limitations was no bar to taking the accounts before that date, the accounts having been carried on into the new partnership without interruption or settlement; secondly, that if the statute had applied, the concealed fraud would have been a bar to its operation, although such fraud might have been discovered at the time by the use of due caution; a partner being entitled to rely on the good faith of his co-partners. *BETJEMANN v. BETJEMANN* [C. A. [1895] 2 Ch. 474

14. — *Concealed fraud—3 & 4 Will. 4, c. 27.* To enable a pltf. to take advantage of s. 26 of the Real Property Limitation Act, 1833, he must shew (1) concealed fraud; (2) that he or his predecessors were deprived of their estate by the fraud; (3) that the fraud could not have been discovered by reasonable diligence within the statutory period. *Held*, in this case, that the pltf. failed to shew any fraud, and that the act which he alleged was fraudulent had been known for forty years. *WILLIS v. EARL HOWE* [C. A. [1893] 2 Ch. 545

15. — *Concealed fraud—Misrepresentation of co-partner—Misappropriation of client's moneys.* The pltf. deposited sums of money at various times with a firm of solicitors for investment. The moneys were embezzled by a clerk, but representations were made on behalf of the firm that the investments had been made and interest was paid:—*Held*, that the Trustee Act, 1888, did not apply so as to enable the innocent partner to plead the Statute of Limitations as a bar to the action. *MOORE v. KNIGHT*

[Stirling J. [1891] 1 Ch. 547

16. — *Copyhold—Proclamation for heir—Notice.* There had been no admission on the court rolls in respect of copyhold since 1786, and proclamation was made for the heir in 1876 and 1877, and B., who was in possession, sought to be admitted, but failed as he could not shew a clear title. C., a son of B., was tenant to his father for more than twenty years prior to B.'s death in 1891. C. also was not admitted, as he could not make a clear title. C. claimed that under the Statute of Limitations he had acquired a good title against the lord of the manor and B.'s cus-

LIMITATIONS, STATUTE OF—continued.

tomary heirs, and that the property had become freehold:—*Held*, that C.'s contention failed. **BEIGHTON v. BEIGHTON**

[*Romer J.* [1895] *W. N.* 119 (7)]

17. — *Copyhold quit-rent—Extinction by non-payment—3 & 4 Will. 4, c. 27, s. 2.* A copyhold quit-rent is extinguished by non-payment for more than twelve years, and is not like a rent reserved or a lease excepted from the operation of the Statute of Limitations (3 & 4 Will. 4, c. 27; 37 & 38 Vict. c. 57). **HOWITT v. EARL OF HARRINGTON** — — **Stirling J.** [1893] 2 Ch. 497

— *Costs of trustees.*

See **TRUSTEE—EXPENSES. 3.**

18. — *Detinue—Conversion—Demand and refusal—Time, when beginning to run—21 Jac. 1, c. 16* A lease belonging to pltf. was fraudulently deposited with B., and, when B. became bankrupt, it was assigned to the deft. Both B. and the deft. were ignorant of the fraud:—*Held*, that the statute began to run when the pltf. had a complete cause of action against the deft., i.e. when he demanded the deeds and was refused them, and not from the receipt of the deeds by B.:—*Quere*, whether, in any case, the original receipt of the lease by B. was sufficient evidence of conversion by him. **MILLER v. DELL**

[*C. A.* [1891] 1 Q. B. 468]

— *Director's liability.*

See **COMPANY—DIRECTORS—Misfeasance. 5, 6.**

19. — *Estate by implication—51 & 52 Vict. c. 59, s. 8 (1).* An estate by implication following an estate by actual gift is a different estate from the former, and the time does not begin to run under s. 8 (1) (b) of the Trustee Act, 1888, till the estate comes into possession. **MARA v. BROWNE** — — **North J.** [1895] 2 Ch. 69;

[*revers. on another point, C. A.* [1895] *W. N.* 162 (13)]

20. — *Fraud by co-partner—51 & 52 Vict. c. 59, s. 8.* The Trustee Act, 1888, does not entitle an innocent partner in a firm of solicitors to plead the Statute of Limitations against a client suing the firm for misappropriation of his moneys by one of his firm. **MOORE v. KNIGHT**

[*Stirling J.* [1891] 1 Ch. 547]

— *Freehold lease.*

See **LANDLORD AND TENANT—LEASE. 39.**

21. — *Highway, soil of—Ownership—Vestry—Presumptions of lawful origin.* The vestry of a parish had let the grazing on a highway made under an inclosure award ever since the award, viz., for 115 years:—*Held*, (1) that a lawful origin must be presumed from the long usage; (2) that the lawful origin to be presumed in this case was, that the soil of the highway had been granted to churchwardens and overseers, as trustees, under the Charitable Uses Act (9 Geo. 3, c. 36), of lands belonging to the parish; (3) with regard to enrolment of the grant, that in the absence of proof of non-enrolment an enrolment if necessary might be presumed, or it might be presumed that no enrolment was necessary in this particular case; and (4) that the parish had consequently gained a title under the statute 3 & 4 Will. 4, c. 27, to the soil of the highway,

LIMITATIONS, STATUTE OF—continued.

subject to the public right of way. **HAIGH v. WEST C. A.** *affirm.* **Charles J.** [1893] 2 Q. B. 19

22. — *Judgment in personal action—37 & 38 Vict. c. 57, s. 8.* In 1878 A. recovered judgment on a covenant against B. In 1892, both A. and B. being dead, and the judgment still unsatisfied, an application by the legal personal representatives of A. under O. XVII., r. 4, that proceedings might be carried on between them and the representatives of B., was refused on the ground that the remedy was barred. The expression "judgment" in s. 8 of the Real Property Limitation Act, 1874, refers to judgments generally, and is not restricted to judgments which operate as charges on land. **JAY v. JOHNSTONE**

[*Div. Ct.* [1893] 1 Q. B. 25;

affirm. by C. A. [1893] 1 Q. B. 189]

23. — *Judgment not charged on land—37 & 38 Vict. c. 57, s. 8.* "Judgment," in s. 8 of the Real Property Limitation Act, 1874, applies to judgments generally, and is not restricted to judgments which operate as charges on land. **HEBBLETHWAITE v. PEYVER**

[*Collins J.* [1892] 1 Q. B. 124]

24. — *Legacy charged on contingent reversionary interest in land—Foreclosure or sale—"Present right to receive"—37 & 38 Vict. c. 57, ss. 1, 2, 8.* A., who had an interest in land contingent on the death of B. without issue, devised the same to C., and charged it after her death with pecuniary legacies. C. died in 1880; part of the legacies were paid. B. died in 1893:—*Held*, that as "a present right to receive" the legacies accrued in 1880, and as the unpaid balance might have been raised by sale or mortgage, and not by way of foreclosure, the right to recover such balance was statute-barred:—*Held*, also, that although an equitable mortgage of a reversionary interest in land is not barred till twelve years after the interest falls in, that doctrine does not apply unless the person entitled to the charge had a right of foreclosure. *In re OWEN*

[*Stirling J.* [1894] 3 Ch. 220]

25. — *Legacy—37 & 38 Vict. c. 57.* A suit to recover a legacy from an exor. is within the Real Property Limitation Act, 1874, s. 8, unless the legacy is vested in him on express trusts. A mere constructive trust will not prevent the statute from being a bar. *In re DAVIS. EVANS v. MOORE* — — **C. A.** [1891] 3 Ch. 119

26. — *Legacy—No express trust—37 & 38 Vict. c. 57.* Where an estate was to be held by the exors. on certain trusts so far as trusts were declared, and subject to the payment of legacies as to which no trust was declared, and then on trust for the residuary legatee:—*Held*, that there was no express trust declared of the legacies, and therefore pltf.'s right was barred. *In re BARKER. BUXTON v. CAMPBELL* **North J.** [1892] 2 Ch. 491

— *Mortgage.*

See **MORTGAGE—SALE; MORTGAGE—STATUTE OF LIMITATIONS.**

27. — *Mortgage—3 & 4 Wm. 4, c. 27, s. 34.* Sect. 34 of the Act of 1833 applies as between a mortgagee and a mortgagor in possession, and in favour of the latter, although a prior mortgage has been in existence during the earlier part of

LIMITATIONS, STATUTE OF—continued.

such statutory period. The effect of barring the mortgagee's title is to vest the legal estate in the mortgagor, and therefore, if he afterwards grants a mortgage to another person, that person may rely on such extinguishment of title in support of his own claim as first mortgagee, although the mortgagor does not rely on the statute and has, after the expiration of the statutory period, given his co-defendant a written acknowledgment. **KIBBLE v. FAIRTHORNE** *Romer J.* [1895] 1 Ch. 219

28. — *Mortgage—Sales.* A borrowed money from B. to purchase certain scrip, and handed the scrip to B. as security for the loan, which was repayable in 1883. If the loan remained unpaid B. had power to sell, and A. agreed to pay any deficiency. The loan was not paid, and B. realized, in 1889, the proceeds, not amounting to the whole advance. A. died in 1891 without any further payment or acknowledgment:—*Held*, that the cause of action in respect of the whole of the debt accrued in 1883 and not in 1889, and therefore that a claim for the difference by the lender against the estate of the borrower was barred by the Statute of Limitations. *In re McHENRY. McDERMOTT v. BOYD. BARKEE'S CLAIM*

[C. A. revers. *North J.* [1894] 3 Ch. 230

29. — *Seizure quousque*—3 & 4 Will. 4, c. 27—37 & 38 Vict. c. 57.] The Statutes of Limitation apply to a seizure quousque of copyholds by the lord of the manor, and begin to run when after proclamation or notice the heir fails to come in and be admitted. *ECCLESIASTICAL COMMISSIONERS v. PARR*

[C. A. revers. *Wright J.* [1894] 2 Q. B. 420

— *Statute-barred debt.*

See EXECUTOR—LIABILITIES. 5, 6.

30. — *Trust—Breach of trust*—3 & 4 Will. 4, c. 42, s. 33.] To save the right, under s. 25 of the Real Property Limitation Act, 1833, of the cestui que trust to bring an action to recover possession, the land must be vested in the trustee upon an express trust, i.e., a trust which arises upon the construction of a written instrument, and not by inference of law.

An action to recover possession was dismissed as frivolous and vexatious, on the ground that the appointment by will of trustees and guardians of the estate and person of A. B. was not an express trust. *PRICE v. PHILLIPS*

[*Chitty J.* [1894] W. N. 213

— *Trustee in Bankruptcy.*

See BANKRUPTCY—TRUSTEE.

— *Trustee's liability.*

See TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 8.

LION.

See CRIMINAL LAW—CRUELTY TO ANIMALS. 1.

LIQUIDATED DEMAND.

See PRACTICE—WRIT—Writ Specially Indorsed.

LIQUIDATOR.

See COMPANY—WINDING-UP—CONTRIBUTORY.

COMPANY—WINDING-UP—COSTS.

COMPANY—WINDING-UP—LIQUIDATOR.

LIS PENDENS.

The doctrine of *lis pendens* is confined to realty and leaseholds, and does not apply to goods and chattels. *WIGRAM v. BUCKLEY*

[C. A. revers. *Chitty J.* [1894] 3 Ch. 483

"LITERARY AND SCIENTIFIC INSTITUTION."

See LIBRARY.

LIVERPOOL.**Liverpool Court of Passage.**

By the Liverpool Court of Passage Act, 1893 (56 & 57 Vict. c. 37), the jurisdiction of the Court was defined and its procedure improved.

1. — *Appeal.* Under s. 10 of the Liverpool Court of Passage Act, 1893, an appeal from that Court lies direct to the C. A. and not to a Div. Ct. *ANDERSON v. DEAN* C. A. [1894] 2 Q. B. 222

2. — *Jurisdiction—Invalidity of rule empowering registrar to give summary judgment.* A rule made by the assessor under s. 6 of the County Courts Admiralty Jurisdiction Act, 1869, conferring jurisdiction on the registrar to give summary judgment in actions for liquidated demands in Admiralty actions, held to be *ultra vires*. *FELLOWS v. OWNERS OF THE "LORD STANLEY"*

[Div. Ct. [1893] 1 Q. B. 98

[*But see now the Liverpool Court of Passage Act, 1893 (56 & 57 Vict. c. 37), ss. 6, 7, 8.*

3. — *Practice—Rules of Court—Judgment under O. XIV.* The Liverpool Court of Passage has not the powers which are given to the High Court by O. XIV. of the R. S. C. 1883. *Ex parte SPELMAN* — — C. A. [1895] 2 Q. B. 174

Liverpool District Registry.

— Collection of fees in.

See "Table of Rules and Orders Issued," p. cxxlix.

Port.

See SHIP—PILOTAGE—Bye-laws.

LOAD-LINE.

See SHIP—MERCHANT SHIPPING ACT. 3.

LOAN.

— Inciting infant to borrow.

See INFANT.

LOCAL GOVERNMENT.

By the Local Government Act, 1894, District and Parish Councils were established in rural districts.

See COUNTY COUNCIL; DISTRICT COUNCIL; LONDON COUNTY; PARISH COUNCIL; SCOTTISH LAW—Local Government; SEWERAGE AND DRAINAGE; NUISANCE; STREETS AND BUILDINGS.

Rules of Court.

See "Table of Rules and Orders Issued," p. cxxlix.

LOCAL GOVERNMENT BOARD.

Arbitration in differences between local authorities. Where under the Local Government Act, 1888, differences are to be determined by the arbitration of the Local Government Board, the Board must proceed under s. 63, and they or the arbitrator appointed by them may be compelled under the Arbitration Act, 1889, to state

LOCAL GOVERNMENT BOARD—continued.

a case for the opinion of the Court. *In re KENT COUNTY COUNCIL AND SANDGATE LOCAL BOARD* [Div. Ct. [1895] 2 Q. B. 43]

LOCAL VENUES.

— Abolition.

See PRACTICE—TRIAL—Venue.

LOCKE KING'S ACES.

— Exoneration of realty—Writ of *elegit*.

See EXECUTOR—Administration. 6, 7.

LOCOMOTIVE.

By the Locomotive Threshing Engines Act, 1894, certain restrictions on the use of such engines were removed.

Negligent management of by hirer—28 & 29 Vict. c. 83, ss. 3, 7.] The defendant, who was the owner of a traction engine, to which his name and address were affixed, as required by the Locomotives Act, 1865, s. 7, let the same to A., through the negligent management of whom personal injuries were occasioned to the plaintiff, who was being driven in a carriage upon the highway:—*Held*, that the defendant was not liable. *SMITH v. BAILEY* - O. A. [1891] 2 Q. B. 403

And see HIGHWAY—Repairs. 6; RAILWAY—NEGLIGENCE. 2.

LOCUS SOLUTIONIS.

See CONFLICT OF LAWS. 1.

LODGER CLAIM.

See PARLIAMENTARY, &c.—REGISTRATION—Claims. 5, 17.

LODGINGS.

— Fitness of, for occupation.

See LANDLORD AND TENANT—LEASE. 34.

LONDON AGENT.

— of Country solicitor.

See SOLICITOR—ARTICLED CLERK.

LONDON ASSURANCE COMPANY.

The history of this corporation traced and considered. *ELVE v. BOYTON*

[C. A. [1891] 1 Ch. 501]

LONDON CITY.

Administration of Justice, col. 448.

Customs, col. 444.

Finance, col. 444.

Administration of Justice.**(a) City of London Court.**

Jurisdiction—15 & 16 Vict. c. lxxvii.] The jurisdiction given to the City of London Court by s. 39 of London (City) Small Debts Extension Act, 1852, over debtors who do not dwell or carry on business, but only "have employment" within the City, is not taken away by ss. 74, 185 of the County Courts Act, 1888, which assimilates the jurisdiction and procedure of the City Court to that of a County Court. The statutes conferring jurisdiction on the City of London Court reviewed at length. *KUTNER v. PHILLIPS* - Div. Ct. [1891] 2 Q. B. 267

— Jurisdiction and procedure.

See COUNTY COURT, *passim*.

LONDON CITY—continued.**(b) Mayor's Court.**

"The Mayor's Court of London Rules, 1892," dated May 27, 1892. St. B. & O. 1892, p. 496; [1892] W. N. (Appx. of O. & R.) pp. 22-23.

O. in C. June 28, 1892, applying s. 28 of the Partnership Act, 1890, to the Mayor's Court of London. St. B. & O. 1892, p. 530; Lond. Gaz. July 1, 1892, p. 3789.

O. in C. June 28, 1892, applying the whole of the Arbitration Act, 1889, except s. 17, to the Mayor's Court of London. St. B. & O. 1892, p. 518; Lond. Gaz. July 1, 1892, p. 3789.

1. — Removal of action to High Court—*"Fitting case"*—35 & 36 Vict. c. 89.] A debt cannot as of right have his action removed from an inferior Court merely because the "case is fit to be tried in the superior Courts." He must satisfy the judge of the superior Court that it "ought" to be tried there, or is "more fit" to be tried there than in the inferior Court. Clause 12 of Sch. of Borough and Local Courts of Record Act, 1872, explained. *BANKS v. HOLLINGSWORTH* [C. A. [1893] 1 Q. B. 442]

2. — Security for costs—Practice—Appeal—20 & 21 Vict. c. clvii.] Sect. 8 of the Mayor's Court of London Procedure Act, 1857, is not repealed by R. S. C., O. LIX., rr. 10-17, and security for costs has to be given before an appeal from the Mayor's Court in an action to recover more than £20 can be heard by the Div. Ct. *MORGAN v. BOWLES* Div. Ct. [1894] 1 Q. B. 236

Customs.

1. — Ancient lights.] The custom as to ancient lights (abolished by the Prescription Act, 1832) considered. *PERRY v. EAMES*

[Chitty J. [1891] 1 Ch. 658, at p. 667]

2. — Market overt.] A sale in a showroom on the first floor above a shop is not a sale in market overt:—*Semble*, that the custom of market overt in the city of London does not apply where the shopkeeper is the purchaser and not the seller of the goods. *HARGREAVE v. SPINK*

[Wills J. [1898] 1 Q. B. 25]

[See Sale of Goods Act, 1893 (56 & 57 Vict. c. 71).]

Finance.

Grain duty—"Grain brought into the port of London for sale"—*Manufacture of grain into other articles.*] The Metage on Grain (Port of London) Act, 1872, s. 4, which entitles the corporation of London to a duty "in respect of all grain brought into the port of London for sale," applies only to grain brought in for sale as such, and not to grain brought in to be manufactured into other articles of commerce. *COTTON v. VOGAN & CO.*

[C. A. [1895] 2 Q. B. 652]

LONDON COUNTY.

Administration of Justice, col. 445.

Authorities, col. 445.

Buildings, col. 446.

Drainage and Sewerage, col. 451.

Music and Dancing, col. 453.

Nuisances and Sanitation, col. 453.

Rates, col. 455.

LONDON COUNTY—continued.*Streets and Highways*, col. 456.*Valuation*, col. 459.**LONDON COUNTY—ADMINISTRATION OF JUSTICE.****(a) Metropolitan County Courts.**

Jurisdiction—Winding-up Companies.] The effect of the order of Nov. 29, 1890, is to deprive these County Courts of any winding-up jurisdiction under the Winding-up Act, 1890, and to attach their districts, for the purpose of winding-up, to the High Court. *In re COURT BUREAU* (No. 2) — *Stirling J.* [1891] W. N. 15

And see *COUNTY COURT*, *passim*.**(b) Sessions.**

O. in C. dated April 30, 1894, uniting the liberty of the Tower of London with the County of London. *St. R. & O.* 1894, No. 122, p. 205.

Order of the Home Secy. dated March 24, 1892, approving scheme for regulating the holding of Quarter Sessions for the County of London as provided by s. 42 (7) of the Local Government Act, 1888. *St. R. & O.* 1892, p. 587; *Lond. Gaz.* Mar. 29, 1892, p. 1851.

Note.—The publication in the *London Gazette* of Jan. 15, 1892, was made in error and is now cancelled.

And see "Table of Rules and Orders Issued," p. cxxix.

LONDON COUNTY—AUTHORITIES.**Vestries and District Boards.**

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), the qualification for election to vestries and district boards was altered.

1. — *Misapplication of rates.*] It is illegal for a vestry to spend money out of the rates for the purpose of inducing persons not to pay the charges of a water co. for a fixed bath. *ATTORNEY-GENERAL v. CAMBERWELL VESTRY*

[*North J.* [1894] W. N. 163

2. — *Notice of cause of action—Mistake.*] A notice stating a cause of action against a vestry for something done or intended to be done under the Metropolis Management Act, 1862, is not invalid within s. 106 of the Act because by mistake the place where the alleged injury occurred is incorrectly given, provided the inaccurate statement is not calculated to deceive the defendants. *MADDEN v. KENSINGTON VESTRY*

[*Div. Ct.* [1892] 1 Q. B. 614

[*By the Public Authorities Protection Act*, 1893 (56 & 57 Vict. c. 61), s. 106 of the Metropolis Management Act was repealed and other provisions substituted.]

3. — *Vestryman's qualification—Rating—Occupation.*] A tenant of premises rated at £125 who sub-lets the greater part and retains for his personal occupation a portion which is over £40 in rateable value, but not separately assessed, is qualified as a vestryman under the Act. *GORDON v. WILLIAMSON* — *C. A.* [1892] 2 Q. B. 459

[*revers. Denman J.* [1892] 1 Q. B. 616

4. — *Vestryman's qualification—Rating—Quo warranto.*] A *quo warranto* information will lie in respect of the office of vestryman created by the Act of 1855. A person who occu-

LONDON COUNTY—AUTHORITIES—Vestries and District Boards—continued.

pies and is rated in respect of premises of insufficient value, and also allows himself to be rated in respect of other premises, a club, which he does not occupy, is not qualified as a vestryman under the Act. *REG. v. SOUTTER*

[*C. A. affirm. Div. Ct.* [1891] 1 Q. B. 57

[*Note.*—*By the Local Government Act*, 1894 (56 & 57 Vict. c. 73), the provisions of the Metropolis Management Act, 1855, as to the qualification of vestrymen were repealed and further provision made.]

LONDON COUNTY—BUILDINGS.

By the London Building Act, 1894 (57 & 58 Vict. c. cxxiii.), the Public and Local Acts affecting buildings in the County of London and certain of such Acts relating to new streets were consolidated and amended.

Regulations were made by the London County Council in Nov., 1894, as to applications for sanction or consent under the London Building Act, 1894.

Regulations as to procedure and fees were made by the Tribunal of Appeal constituted under s. 184 of the Act, and were approved by the Lord Chancellor on March 1, 1895.

1. — *Alterations in "buildings"—Notice to "adjoining owner."*] A tenant of rooms in a house under a three years' agreement is an "adjoining owner" within the meaning of s. 85 of the Metropolitan Building Act, 1855, and as such is entitled to the three months' notice before the "building owner" can make any alterations which affect his premises. Service of the notice on the landlord of the whole house is not sufficient. *FILLINGHAM v. WOOD*

[*Chitty J.* [1891] 1 Ch. 51

[*Sect. 85 of the Metropolis Management Act*, 1855, was repealed and further provision made by the *London Building Act*, 1894 (57 & 58 Vict. c. cxxiii.), s. 90.]

2. — Building line—Architect—Certificate.

(A) When an application is made to a magistrate under the Metrop. Management Act, 1862, s. 75, sub-s. 1, for an order to demolish a building on the ground that it is beyond the line decided by the superintending architect to be the line of building of the street in which the building is situate, the question whether the building is in that particular street of which the line has been so laid down is to be decided by the superintending architect's certificate, and not by the magistrate to whom the application is made. *ALLEN v. LONDON COUNTY COUNCIL*

[*C. A.* [1895] 2 Q. B. 587

(B) In case of a summons for infringing on the building line, the fact that the summons was taken out before the date of the architect's certificate as to what the line of buildings was does not affect the validity of an order made after the issue of the certificate. *LAVY v. LONDON COUNTY COUNCIL* — *C. A.* [1895] 2 Q. B. 577

[*affirm. Div. Ct.* [1895] 1 Q. B. 915

3. — *Building line—Building begun before creation of—Right of owner to continue*—25 & 26 Vict. c. 102, s. 75.] (A) A. deposited with the vestry plans for a shop adjoining a newly laid out

LONDON COUNTY—BUILDINGS—continued.

street, and made the footings for the external walls on two sides of the shop, one of which faced the street, and raised the wall to 12 ft. on that side. At that date there were no other buildings on either side of the street. Two years after he built a row of buildings on the same side of the street 10 ft. further back. He then leased the site of the shop to B., who continued the erection of the shop without consent of the London County Council. Two months later the superintending architect decided that the building line was that of the row of houses:—*Held*, by C. A., that what B.'s lessor had put up did not amount to a building structure or erection within s. 75 of the Metropolis Management Act, 1862, and that B.'s acts amounted to the first erection of such a building, and that an order that B. should demolish so much of the building as he had erected in front of the building line was rightly made.—*Semle* (per Esher M.R. and Davey L.J.), that the s. does not prevent the completion of a building existing in an unfinished state when the building line is established. *WENDON v. LONDON COUNTY COUNCIL*

[Div. Ct. [1894] 1 Q. B. 227;

[C. A. [1894] 1 Q. B. 812

(B) The erection of a building in front of the building line was begun in 1883, abandoned for a while, and continued in 1885. Order of magistrate for demolition held valid. *NATHAN v. METROPOLITAN BOARD OF WORKS* [1894] 1 Q. B. 230, n.

4. — *Building line*—"Building, structure, or erection." The question whether a wall is a "building, structure, or erection," within s. 75 of the Metrop. Management Act, 1862, depends on the height of the wall and the purpose for which it is built. A forecourt of a house had been for many years bounded by a dwarf wall about 3 ft. high. The owner pulled this down and built a wall 11 ft. high, which was to be used for exhibiting advertisements and also as boundary to the forecourt:—*Held*, that the original dwarf wall was not a "building, structure, or erection" and that so long as it existed the site on which it stood was to be regarded as vacant land; but that the substituted wall was a building, structure, or erection, and that the magistrate had jurisdiction to order its demolition. *LAVY v. LONDON COUNTY COUNCIL* - Div. Ct. [1895] 1 Q. B. 915;

[affirm. by C. A. [1895] 2 Q. B. 577

5. — *Building line*—*Intention to rebuild*—25 & 26 Vict. c. 102, s. 75.] A new house had been built on the site of some old buildings, with an open space in front. This new house was pulled down, and the plff. wished to build fresh houses up to the line of the old building:—*Held*, that the site of the old buildings was open ground and subject to a s. 75 of the Metropolis Management Act, 1862, and that plff. must conform to the building line of the street. *WORLEY v. VESTRY OF ST. MARY ABBOTTS, KENSINGTON*

[North J. [1892] 2 Ch. 404

[Note to Nos. 3—5.—*Sect. 75 was repealed and further provision made by the London Building Act, 1894* (57 & 58 Vict. c. cccxiii.), s. 22.]

6. — *Building line*—*Lawful projections*—57 Geo. 3, c. xxi. s. 72—18 & 19 Vict. c. 120,

LONDON COUNTY—BUILDINGS—continued.

s. 119—18 & 19 Vict. c. 122, s. 26.] F. built shops on the side of a public street more than 30 ft. wide, and erected pilasters projecting more than 9 inches beyond the building line on to the footway. For this he was convicted under s. 72 of Michael Angelo Taylor's Act:—*Held*, that the conviction must be quashed (1) because Michael Angelo Taylor's Act, s. 72, is impliedly repealed by Metropolis Management Act, 1855, s. 119: (2) because the projections complained of were authorized by s. 26 of the Metropolitan Building Act, 1855. *FORTESCUE v. VESTRY OF ST. MATTHEW, BETHNAL GREEN*

[Div. Ct. [1891] 2 Q. B. 170

[*Sect. 26 was repealed and further provision made by the London Building Act, 1894* (57 & 58 Vict. c. cccxiii.), ss. 73, 164.]

7. — *Building line*—*Pulling down buildings*—*Time for making complaint.*] The six months during which the local authority can get an order for pulling down buildings erected beyond the building line begin to run from the time when the builder began to build beyond the line which is afterwards certified to be the building line, and not from the date on which the architect makes his certificate. *LONDON COUNTY COUNCIL v. CROSS*

[C. A. [1892] W. N. 80

[*See now London Building Act, 1894* (57 & 58 Vict. c. cccxiii.), s. 166, and *LAVY v. LONDON COUNTY COUNCIL*, Div. Ct. [1895] 1 Q. B. 915; C. A. [1895] 2 Q. B. 577, above, No. 4.]

8. — *Building line*—*Special Act*—25 & 26 Vict. c. 102, s. 85.] *Held*, that the provisions of the appellants' special Act, relating to their powers for erecting stations, were inconsistent with those of s. 75 of the Metrop. Management Act, 1862, and so far repealed that s. The magistrate had therefore no jurisdiction to make an order on the appellants to pull down so much of their station as projected beyond the "general line" of buildings. *CITY AND SOUTH LONDON RAILWAY CO. v. LONDON COUNTY COUNCIL*

[C. A. affirm. Div. Ct. [1891] 2 Q. B. 513

[*Sect. 75 was repealed and further provision made by the London Building Act, 1894* (57 & 58 Vict. c. cccxiii.), ss. 22, 31.]

9. — *Notice to builder to conform to Act*—*Order of magistrate to enforce compliance*—*Completion of building between notice and order*—*Jurisdiction*—18 & 19 Vict. c. 122, ss. 45, 46.] A justice has no jurisdiction to make an order under the Metropolitan Building Act, 1855, s. 46, to comply with the requisitions of a notice from the district surveyor under s. 45, when the building has been completed and the builder has given up possession before the date of such order, although the notice was served on the builder before completion. *WALLEN v. LISTER*

[Div. Ct. [1894] 1 Q. B. 312

[*Sects. 45, 46 were repealed and further provision made by the London Building Act, 1894*, ss. 151, 152.]

10. — *Canal*—*Building*—"used for the purposes" of the canal—18 & 19 Vict. c. 122, ss. 6, 38.] *Held*, that a woodshed, erected by a canal co. on one of their wharves for the use of their tenants, was not a building "used for the purposes" of

LONDON COUNTY—BUILDINGS—continued.

the canal (s. 6) so as to exempt the co., before building it, from the obligations, as to notices to the district surveyor, imposed by s. 38 of the Metropolitan Building Act, 1855. *COOLE v. LOVE-GROVE* - Div. Ct. [1893] 2 Q. B. 44

[Note. — Sects. 6, 38, of the Metropolitan Building Act, 1855, were repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxii.), ss. 145, 201 (8).]

11. — *Completed building—Offence—Notice*—18 & 19 Vict. c. 122, ss. 45, 46, 105.] A building was completed without the proper notices to the district surveyor:—*Held*, that, as the building was completed, s. 105 of the Metropolitan Building Act, 1855, did not enable the surveyor to take any proceedings under ss. 45 and 46, as these ss. only applied to buildings in the course of erection. *SMITH v. LEGG*

[Div. Ct. [1893] 1 Q. B. 398

[Sects. 45, 46, 195 of the Metropolitan Building Act, 1855 were repealed, and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), ss. 151, 152, 153, 198.]

12. — *Dangerous structure—Jurisdiction of magistrate—Order for destruction*—18 & 19 Vict. c. 122, s. 73.] A justice of the peace has jurisdiction under s. 73 of the Metropolitan Building Act, 1855, to order the owner of a dangerous structure to take down or secure the same, even though such structure is not adjacent to a highway and therefore not dangerous to the public. *LONDON COUNTY COUNCIL v. HERRING*

[Div. Ct. [1894] 2 Q. B. 523

[Sect. 73 was repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 107.]

13. — *Exemptions from Act of 1894.*] The exemption from the operation of the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), contained in s. 212 of that Act in favour of buildings to be carried out under any contract entered into before the passing of the Act applies not merely to buildings to be erected under a contract with a builder according to definite plans and specifications, but also to buildings to be erected under an agreement for the development of a building estate. *TANNER v. OLDMAN*

[Div. Ct. [1895] W. N. 139 (7)

14. — *Height of buildings—Continuing offence*—25 & 26 Vict. c. 102, ss. 85, 107.] Buildings to a prohibited height were completed in Feb. 1893. In Dec. 1893 the County Council gave written notice to the owner that he would be held liable to penalties if the building were continued at the prohibited height. In March, 1894, a summons for these penalties was taken out:—*Held*, that the continuance at a prohibited height, after notice, of a building already erected was a continuing offence within s. 85 of the Metropolitan Management Act, 1862, and that complaint had been made within six months next after the commission or discovery of the offence. *LONDON COUNTY COUNCIL v. WORLEY* - Div. Ct.

[1894] 2 Q. B. 326

[Sect. 85 was repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 49.]

LONDON COUNTY—BUILDINGS—continued.

15. — *Height of buildings—Corner house*—25 & 26 Vict. c. 102, s. 85.] A house built at the corner of an old street and of a new street is "erected on the side of a new street" within s. 85 of the Metropolitan Management Act, 1862, although its main frontage is in the old street. *LONDON COUNTY COUNCIL v. LAWRENCE & SONS*

[1893] 2 Q. B. 338

[Sect. 85 was repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 47.]

16. — *Party-wall—Terrace houses—Metropolitan Building Act, 1855, ss. 3, 83.*] The front of the deft.'s house was set back behind the line of the plff.'s front wall. On rebuilding the deft. claimed the side wall of the plff.'s house as a party-wall, not only where the houses touched (which was admitted), but also where the wall projected beyond the face of his own house:—*Held*, that the projecting part of the side wall was not a party-wall. *JOHNSTON v. MAYFAIR PROPERTY CO.* - North J. [1893] W. N. 73

[Sects. 3, 83 were repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), ss. 5, 88.]

And see PARTITION. 7.

17. — *Roof—Incombustible materials*—18 & 19 Vict. c. 122, s. 19 (1).] A roof covered with materials consisting of woven iron wire coated with an oleaginous compound, held not to be covered with an "incombustible" material, although only the coating would ignite and burn away, leaving the wirework uninjured. *PAYNE v. WRIGHT*

[Div. Ct. [1892] 1 Q. B. 104; appeal dismissed

[by C. A. for want of jurisdiction, Feb. 1, 1893

[Sect. 19 was repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 61.]

18. — *School board—Right to build within prescribed distance of centre of roadway*—41 & 42 Vict. c. 32, ss. 4, 6.] The London School Board held to be entitled to build on land they had acquired under a provisional order (duly confirmed) within 20 feet of the centre of a roadway: ss. 4, 6 of the Metropolitan Building Acts (Amendment) Act, 1878, being overridden by the special Act. *LONDON COUNTY COUNCIL v. SCHOOL BOARD FOR LONDON* Div. Ct. [1892] 2 Q. B. 606

[Sects. 4, 6 are repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 5 (3), (4), (5), 13, 16, 17, 21.]

19. — *Surveyor's fees—Flats*—18 & 19 Vict. c. 122, ss. 49–51.] *Held*, that separate sets of chambers under one roof are not buildings within Sch. II., Pt. I., of the Metropolitan Building Act, 1855, so as to enable the district surveyor to charge a separate fee for each set of chambers. *MOIR v. WILLIAMS* - C. A. affirm. Div. Ct.

[1892] 1 Q. B. 364

[Sects. 49–51 and the Schedule are repealed and further provision made by the London Building Act, 1894 (57 & 58 Vict. c. cccxiii.), s. 74 (3), Sch. III.]

20. — *"Wooden structure or erection of a moveable or temporary character"*—45 & 46 Vict. c. 14, s. 13.] (A) A bungalow of wood and corrugated iron was erected on a piece of ground for

LONDON COUNTY—BUILDINGS—continued.

exhibition and sale, but was not there used or occupied, or intended to be so:—*Held*, that it was not a "wooden structure or erection of a moveable or temporary character" within s. 13 of the Metropolitan Management and Building Acts (Amendment Act), 1882, and did not require a licence from the County Council. **LONDON COUNTY COUNCIL v. HUMPHREYS, LD.** Div. Ct. [1894] 2 Q. B. 755

(b) A wooden building on wheels and roofed with zinc used as a foreman's office during building operations, and as a pay office in the builder's yard when not so used:—*Held*, not to be a "wooden structure or erection of a moveable or temporary character" within s. 13 of the Act of 1882, so as to require a licence. **LONDON COUNTY COUNCIL v. PEARCE** - Div. Ct. [1892] 2 Q. B. 109

[*Sect. 13 was repealed and further provision made by the London Building Act, 1891, s. 84.*]

LONDON COUNTY—DRAINAGE AND SEWERAGE.

"Drain" or "Sewer," col. 451.

Pollution by Sewage, col. 452.

Rateability of Sewers, col. 452.

Drain or Sewer.**1. — Drain or sewer—Liability to repair.]**

(A) Where a builder unlawfully, in 1887, built four houses drained into one construction, and subsequently sold them to different persons:—*Held*, that the purchasers were not estopped from setting up that the construction was a "sewer" within s. 250 and not a drain, and that the duty of repairing lay on the sanitary authority. **KERSHAW v. TAYLOR** - Div. Ct. [1895] 2 Q. B. 208; [affirm. by C. A. [1895] 2 Q. B. 471

[*This case was followed in FLORENCE v. PADDINGTON VESTRY*, [1895] W. N. 143 (9).]

(b) In 1894 the plaintiff had purchased two freehold houses in Paddington; shortly afterwards he received from the defendants a notice to repair a defective drain; the plaintiff accordingly opened up his drain, when he for the first time discovered that it had been connected with and received the drainage from other premises at the rear, belonging to a different owner. The plaintiff thereupon claimed repayment by the defendants of what he had expended upon the work, on the ground that the drain was a "sewer" within the meaning of the Local Management Act, 1855. It appeared that the connection with the plaintiff's drain had been made some thirty years ago, without the authority of the vestry, and that the plaintiff when he purchased had made no special inquiry as to the drainage:—*Held*, that the plaintiff's drain was a "sewer," and that he was entitled to be repaid the money he had expended in repairing it. **FLORENCE v. PADDINGTON VESTRY** -

[Chitty J. [1895] W. N. 143 (9)]

2. — Premises within the same curtilage.]

(A) P. owned two blocks of apartments divided by a causeway 20 ft. wide, of which one end was closed by a wall and the other opened into a public thoroughfare. Access to one block was from the causeway—to the other from the street; in the causeway was a dustbin for the common use of the apartments. The premises were drained by

LONDON COUNTY—DRAINAGE AND SEWERAGE—continued.

branch drains from the several apartments running into a main drain which ran into a sewer:—*Held*, that the two blocks were premises within the same curtilage, and the main drain was therefore a "drain" and not a "sewer" within s. 250. **PILBROW v. ST. LEONARD, SHOREDITCH (VESTRY)**

[1895] 1 Q. B. 33 (affirm. by C. A., Rigby L.J. [dissent.]; C. A. [1895] 1 Q. B. 433

(b) B. owned an arcade consisting of a central passage with shops and houses on both sides. There was no right of way along the passage, which was roofed and closed by gates at either end. The premises were drained by a construction which ran down the centre and received in its course the drainage of the houses:—*Held*, that the construction was not a drain "used for the drainage of premises within the same curtilage," and was therefore a "sewer" within s. 250 and not a "drain," and was vested in and repairable by the vestry. **ST. MARTIN-IN-THE-FIELDS (VESTRY) v. BIRD** - C. A. affirm. Div. Ct. [1895] 1 Q. B. 428

Pollution by Sewage.

Pollution of river—Order to vestry to construct—Powers of County Council.] Certain houses being drained directly into the Thames, the London County Council, in order to prevent the continued pollution of the river, purporting to act under s. 138 of the Metrop. Management Act, 1855, made an order upon the vestry of the parish in which the houses were situate to make a new sewer according to a specified plan to carry the drainage of the houses into the nearest main sewer:—*Held*, that the Council had no power under s. 138 to make the order. **REG. v. ST. GEORGE, HANOVER SQUARE (VESTRY)** [Div. Ct. [1895] 2 Q. B. 275

Rateability of Sewers.

1. — Pumping station.] The London County Council were owners of land on which were a pumping-station and other works, occupied and used as a necessary part of the metrop. sewage system, and to enable them to perform statutory duties. The land and works used as part of the sewage system were incapable of earning a profit. If the land, &c., had been in the hands of a private person, the council would have been willing to pay a rent for the same as part of the sewage system sufficient to support the value at which the land was rated; but in the hands of anyone else, for any other purpose, the rateable value would be lower. The council were also owners of outfall sewers constructed above ground in an embankment erected on ground purchased for the purpose and previously rated:—*Held*, (1) that the true test of beneficial occupation is not whether a profit can be made, but whether the occupation is of value. That even if the council could not legally be tenants, they could be considered as hypothetical tenants, (2) that the pumping station and works and the outfall sewers were rateable to the poor-rate, and that the assessment was made on the true principle.

(A) **LONDON COUNTY COUNCIL v. ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION**

[H. L. (E.) [1893] A. C. 562
[revers. C. A. [1893] 1 Q. B. 210]

LONDON COUNTY—DRAINAGE AND SEWERAGE—Rateability—continued.

(B) LONDON COUNTY COUNCIL v. OVERSEERS, &C, OF ERITH - - H. L. (E.) *affirm.* C. A. [1893] A. C. 562

(C) CHURCHWARDENS, &C., OF WEST HAM v. LONDON COUNTY COUNCIL - H. L. (E.) [1893] A. C. 562; *revers.* C. A. [1892] Q. B. 44

2. — *Sewers.* Decisions as to the rateability of sewers discussed by Lord Herschell. LONDON COUNTY COUNCIL v. OVERSEERS OF ERITH

[H. L. (E.) [1893] A. C. 562, at p. 598
And see RATES—Rateable Occupation.

LONDON COUNTY—MUSIC AND DANCING.

Regulations were made by the London County Council on Feb. 9, 1892, under 41 & 42 Vict. c. 32, ss. 11, 12, 13, with respect to the requirements for the protection from fire of theatres, houses, rooms, and other places of public resort within the County of London.

House kept open for—Certificate—Buildings—41 & 42 Vict. c. 32, s. 12.] The Metropolis Management, &c., Act, 1878, s. 12, which requires, for houses, &c., kept open for dancing or music, a certificate from the London County Council that such house is in accordance with the regulations as to construction made by the council in pursuance of the Act, applies to houses not actually licensed under 25 Geo. 2, c. 36, or 6 & 7 Vict. c. 68. REG. v. HANNAY - - Div. Ct.

[1891] 2 Q. B. 709

LONDON COUNTY—NUISANCES AND SANITATION.

By the Public Health (London) Act, 1891, Amendment Act, 1893 (54 & 55 Vict. c. 76), the laws relating to Public Health in London were consolidated and amended

By the Public Health (London) Act, 1893 (56 & 57 Vict. c. 47), the Public Health (London) Act, 1891, was amended.

By-laws were made by the London County Council under s. 16 (1) of the Public Health (London) Act, 1891, as to the carriage of offensive fecal or noxious matter through the streets, and as to the removal of dust and refuse, and were confirmed by the Local Government Board on June 28, 1893.

By-laws were made by the London County Council under s. 39 (1) of the Public Health (London) Act, 1891, as to water-closets, ashpits, &c., and were allowed by the Local Government Board June 28, 1893.

1. — *Expenses of abating nuisances.* A tenant from year to year held entitled under s. 11 of the Public Health (London) Act, 1891, to recover from the owner the costs and expenses of abating a nuisance arising from a structural defect in house drain, though no notice under s. 4 (3) of the Public Health (London) Act, 1891, as to defects of a structural character had been served on the owner and no "nuisance order" had been obtained from the sanitary authority under s. 5. GEBHARDT v. SAUNDERS - - Div. Ct.

[1892] 2 Q. B. 452

But see LANDLORD AND TENANT—LEASE. 10.

2. — *Foreshore of navigable river—Liability of*

LONDON COUNTY—NUISANCES AND SANITATION—continued.

owner of foreshore to abate nuisance.] Sect. 4 (1) of the Public Health (London) Act, 1891, must be read with the proviso in s. 4 (3) (b). Where the person causing the nuisance cannot be found, the liability of the owner of the premises to abate it only arises where it is shown that it continues by his act, default, or sufferance. Under their Acts the Thames Conservancy are owners of the soil and subsoil of the river for certain specified purposes only, and are not owners for the purposes of s. 4 of the Public Health (London) Act, 1891. THAMES CONSERVANCY v. LONDON PORT SANITARY AUTHORITY Div. Ct. [1894] 1 Q. B. 647

[The Thames Conservancy Acts were repealed and consolidated by the Thames Conservancy Act, 1894 (57 & 58 Vict. c. clxxxvii).]

3. — *Scavenging—Refuse of trade—18 & 19 Vict. c. 120, s. 155.]* Clinkers from the furnaces of a hotel, used for electric lighting, warming, and cooking, are not "refuse of a trade, manufacture, or business" within s. 155, and therefore the scavengers are bound to remove them without payment. VESTRY OF ST. MARTIN-IN-THE-FIELDS v. GORDON - C. A. [1891] 1 Q. B. 61

[Sect. 155 of the Metropolis Management Act, 1855, was repealed and further provision made by the Public Health (London) Act, 1891, s. 33.]

4. — *Scavenging—Removal of street refuse—Snow—Liability to action.*] Sect. 29 of the Public Health (London) Act, 1891, does not give any right of action to a person suffering special damage from a breach of the duty of the sanitary authority to remove street refuse. SAUNDERS v. HOLBORN DISTRICT BOARD OF WORKS

[Div. Ct. [1895] 1 Q. B. 64

5. — *Offensive trade—Notice—Condition precedent.*] Sect. 4 of the Public Health (London) Act, 1891, applies only to the classes of nuisances enumerated in s. 2, and not to the nuisances arising from offensive trades dealt with by s. 21. A service of a notice requiring the abatement of a nuisance is not a condition precedent to the jurisdiction of a magistrate to hear a complaint as to a nuisance arising from an offensive trade. BIRD v. ST. MARY ABBOTTS, KENSINGTON (VESTRY)

[Div. Ct. [1895] 1 Q. B. 912

6. — "Owner"—*Premises not let at a rack-rent—Sub-lease.*] Where the lessee of premises not let at a rack-rent has sub-let them for his whole term less a few days, the rent reserved and the covenants being the same as in the original lease, the sub-lessee and not the lessee is the "owner" of the premises within s. 141 of the Public Health (London) Act, 1891. TRUMAN, HANBURY, BUXTON & Co. v. KERSLAKE - - Div. Ct.

[1894] 2 Q. B. 774

And see No. 2, above.

7. — "Owner"—*Procedure—Summons—Service.*] A summons to answer a complaint by a sanitary authority to a petty sessional court under s. 4 (2) of the Public Health (London) Act, 1891, alleging the existence of a nuisance on premises, is good in form though it is addressed to "the owner" of the premises (describing them) merely without further name or description. Such a summons is a document within s. 128 of the

LONDON COUNTY—NUISANCES AND SANITATION—continued.

Act, and may be properly served by delivering it to some person on the premises. *REG. v. MEAD*

[Div. Ct. [1894] 2 Q. B. 124]

8. — *Unsound fruit—Found in the possession of any person—Public Health (London) Act, 1891, s. 47 (3). A. sold walnuts which turned out to be unsound. A notice was posted in his shop to the effect that the walnuts were sold on the condition that the buyer should sort them and destroy any which were unsound. A. was charged under s. 47, sub-s. 3, of the Public Health (London) Act, 1891, and elected to be tried on indictment. The jury were directed to find him guilty if he sold the walnuts when unfit for the food of man, unless he proved that he did not know and had no reason to believe they were so, and were told to disregard the printed notice:—Held, by C. C. R. (Mathew J. dissent.), that the conviction must be quashed:—Held, by C. C. R. (Mathew J. dissent.), that the vendor can only be convicted under sub-s. 3 where the article is liable to be seized after it has got into the possession of the purchaser:—Held, by Hawkins, Grantham, Charles, Lawrance, Wright, Bruce, and Kennedy JJ., that the jury should have been asked whether the sale was subject to the notice, and whether the walnuts were sold for the food of man:—Held, by Mathew and Cave JJ., that assuming the notice was embodied in the contract of sale, that A. was not thereby relieved from the duty imposed by the sub-s., and that the jury should not be asked whether the walnuts were sold for the food of man:—Held, by Mathew J., that when A. sold the walnuts they were sold to be used for food when unsound, and were, therefore, liable to be seized under the sub-s., and that the conviction should be affirmed. *REG. v. DENNIS**

[C. C. R. [1894] 2 Q. B. 458]

9. — *Unsound meat—Not exposed for sale—26 & 27 Vict. c. 117, s. 2. A person sending bad meat to market cannot be convicted under the Nuisances Removal Act, 1863, s. 2, unless the meat has been actually exposed for sale; mere ownership of the meat is not sufficient. *BARLOW v. TERRETT* — Div. Ct. [1891] 2 Q. B. 107*

[Note.—Sect. 2 was repealed and further provision made by the Public Health (London) Act, 1891 (54 & 55 Vict. c. 76), s. 47.]

See also NUISANCE—What amounts to, 14, 15.

LONDON COUNTY—RATES.

By the London Equalisation of Rates Act, 1894 (57 & 58 Vict. c. 53), a general rate for all London was imposed for the purpose of, to some extent, equalising the rates of sanitary authorities.

Order of Loc. Govt. Bd. dated Oct. 19, 1894, prescribing form of precept under s. 2 of the Act. *St. B. & O. 1894, No. 737, p. 238.*

Order of Loc. Govt. Bd. dated Sept. 5, 1895, prescribing forms of contribution orders, demand notes, and receipts. *St. B. & O. 1895, No. 212. Price 3d.*

1. — *London County Council—Land held for use of the public.* The London County Council are rateable for the relief of the poor in respect of land and buildings acquired and held by them

LONDON COUNTY—RATES—continued.

for the use of the public under the London Council (General Powers) Act, 1890 (53 & 54 Vict. c. ccliii.). *LONDON COUNTY COUNCIL v. CHURCHWARDENS AND OVERSEERS OF LAMBETH*

[Div. Ct. [1895] 2 Q. B. 511]

2. — *Procedure for recovery of rates—18 & 19 Vict. c. 120, s. 161.* The Summary Jurisdiction Acts, 1879 and 1884, and the Interpretation Act, 1889, have not had the effect of superseding the remedy—namely, by distress and imprisonment in default of a sufficient distress—for the recovery of local rates recoverable, under s. 161 of the Metropolis Management Act, 1855, in the same manner as poor-rates. *In re ELIZABETH ALLEN*

[Div. Ct. [1894] 2 Q. B. 924]

LONDON COUNTY—STREETS AND HIGHWAYS.

1. — *Flagging footway—Apportionment of expenses—53 & 54 Vict. c. 54, s. 1.* The cost of flagging a footway under s. 1 of the Metropolis Management Act, 1862, Amendment Act, 1890, should be apportioned between the owners on both sides of the road, or on both sides of the section of the road in which the footway is situate, subject to the proviso in s. 1 as to charging houses at a greater rate than land. *PADDINGTON (VESTRY OF) v. NORTH METROPOLITAN RAILWAY AND CANAL CO.* Div. Ct. [1894] 1 Q. B. 633

2. — *Flagging footway—Apportionment of expenses—Frontager—Open spaces—Owner—53 & 54 Vict. c. 54, s. 1.* A vestry acquired an open space in a square, the roads in which were streets within the Metropolis Management Acts, by assignment of a lease. The vestry were to use the space as a public garden, and on failure to so use it to re-assign:—Held, that the vestry was the "owner" of the open space, and chargeable with a proportion of expenses of flagging the footway of the roads. *ST. MARY, ISLINGTON (VESTRY) v. COBBETT* Div. Ct. [1895] 1 Q. B. 369

3. — *New street—Church site—Paving—18 & 19 Vict. c. 120, ss. 105, 250; 25 & 26 Vict. c. 102.* Where part of the site of a church is consecrated, the whole freehold of the site vests, under s. 13 of the Church Building Act, 1845, in the incumbent: the Eccles. Commrs. thereupon cease to be owners, and are not liable to contribute towards the cost of paving a new street. *BOARD OF WORKS FOR PLUMSTEAD DISTRICT v. ECCLESIASTICAL COMMISSIONERS FOR ENGLAND*

[Div. Ct. [1891] 2 Q. B. 361]

4. — *New street—Expenses of paving—"Owners of land"—Cemetery co.* A cemetery co. were by statute prohibited from selling any of their consecrated land, but were empowered to make profits by selling exclusive rights of burial. A new street was made abutting on the consecrated part of the cemetery:—Held, that the co. were owners of land within the definition of s. 250 of the Metropolis Management Act, 1855, and were liable to contribute to the expenses of paving the new street. *ST. GILES, CAMBERWELL (VESTRY) v. LONDON CEMETERY CO.*

[Div. Ct. [1894] 1 Q. B. 699]

5. — *New street—Excavation—53 & 54 Vict. c. 66.* Under s. 6 of the Metropolis Management Amendment Act, 1890, where a street has been laid

LONDON COUNTY—STREETS AND HIGHWAYS—continued.

out or is intended to be laid out on land on which no excavation has as yet taken place, the vestry or district board has no power absolutely to prohibit excavation to a greater extent than that allowed by the saving clause, but can only impose conditions as to the levelling and making a proper foundation for the street. **WANDSWORTH DISTRICT BOARD v. BIRD** - Div. Ct. [1892] 1 Q. B. 481

6. — “*New street*”—*Paving*—18 & 19 Vict. c. 120, s. 105; 25 & 26 Vict. c. 102, s. 112.] Question whether roadway and an ancient footpath formed a “new street” so as to make adjoining owners liable for paying expenses. The maintenance of the roadway had not been taken over before Jan. 1, 1856, and neither roadway nor footpath had been since taken over by the road authority, but the vestry had from time to time temporarily repaired the footway by tar-paving it:—*Held*, that both roadway and footpath formed a “new street” within s. 112 of the Metropolis Management Act, 1862. **WILSON v. VESTRY OF ST. GILES, CAMBERWELL**

[Div. Ct. [1892] 1 Q. B. 1

7. — “*New street*”—*Paving*—18 & 19 Vict. c. 120, s. 155; 25 & 26 Vict. c. 102, s. 112.] An ancient country highway which became a “new street” in the popular sense, by the erection of buildings fronting it about 1855, is within s. 105 of the Metropolis Management Act, 1855, and the expenses of paving it may be charged on the owners. **VESTRY OF ST. GILES, CAMBERWELL v. CRYSTAL PALACE CO.** C. A. [1892] 2 Q. B. 23

8. — “*New street*”—*Paving*—18 & 19 Vict. c. 120, s. 105; 25 & 26 Vict. c. 102, s. 77.] The apportionment by a district board of works, under s. 77 of the Metropolis Management Act, 1862, of their expenses, under s. 105 of the Metropolis Management Act, 1855, in paving a new street is not conclusive for all purposes. On the hearing of a summons against an owner to enforce payment of his apportioned share of such expenses, evidence may be given that the alleged amount has not been actually expended, or that it includes other than paving expenses. **REG. v. MARSHAM** - - - [1892] 1 Q. B. 371

[See observations on this case in **STROUD v. WANDSWORTH DISTRICT BOARD**, C. A. [1894] 2 Q. B. 1, No. 15, below.]

9. — *New street*—*Paving expenses*—*Frontager*—*Apportionment*.] A road, which was a turnpike road down to 1865 and previously to 1839 of a rural character, subsequently became a new street in the ordinary sense of the term by the erection of buildings alongside it:—*Held*, that it was within the terms of s. 105 of the Metropolis Management Act, 1855, and that therefore the district board might pave it under that section and charge the expenses upon the frontagers. *Held*, also, that the fact that slight temporary repairs had been previously done by the district board to the footway of the road by tar-painting it did not prevent them from exercising the powers given by the section. *Semble*, by A. L. Smith and Rigby L.J.J., that the commrs., trustees, and other authorities referred to by s. 112 of the Act of 1862 are authorities having control of the pavements or highways generally in the parish or place,

LONDON COUNTY—STREETS AND HIGHWAYS—continued.

and do not include turnpike trustees. **DAVIS v. GREENWICH DISTRICT BOARD OF WORKS**

[C. A. [1896] 2 Q. B. 219

10. — *New street*—*Paving expenses*—*Frontager*—*Mode of apportionment*.] (A) The principle on which the expenses of paving a new street have been apportioned by a district board amongst the owners liable in respect thereof cannot be questioned in any Court. **DAVIS v. GREENWICH DISTRICT BOARD OF WORKS** C. A. [1896] 2 Q. B. 219

(B) In making, under s. 77 of the Metropolis Management Amendment Act, 1862, an apportionment of the expenses, or estimated expenses, of paving a new street, the local authority is not bound to charge the owners of land bounding on such street rateably *inter se*, according to frontage or otherwise, and the apportionment cannot, in the absence of *mala fides*, be questioned. **METROPOLITAN DISTRICT RAILWAY CO. v. FULHAM VESTRY** [C. A. [1896] 2 Q. B. 443

11. — *Obstruction*—*Costermongers*—57 Geo. 3, c. xxix., s. 65.] Sect. 65 of Michael Angelo Taylor's Act, which empowers vestries to proceed summarily against obstructions in streets by barrows, stalls, &c., is impliedly repealed by the Metropolitan Streets Act, 1867 (30 & 31 Vict. c. 184, s. 6, and 31 & 32 Vict. c. 5, s. 1). **SUMMERS v. HOLBORN DISTRICT BOARD OF WORKS** [Div. Ct. [1893] 1 Q. B. 612

But see next case.

12. — *Obstruction*—*Costermongers*—57 Geo. 3, c. xxix., s. 65.] Sect. 65 of Michael Angelo Taylor's Act is not repealed as to costermongers by the Metropolitan Streets Act, 1867, s. 6, and the Amendment Act of 1867, s. 1:—*Held*, also (Kay L.J. dissent.), that so long as costermongers conform to the police regs., they could not be interfered with under Michael Angelo Taylor's Act; but if they violated the regs., they could be proceeded against under that Act, or the Act of 1867. **KEEP v. ST. MARY NEWINGTON VESTRY. AUSTIN v. ST. MARY NEWINGTON VESTRY**

[C. A. [1894] 2 Q. B. 524

13. — *Obstruction*—*Hanging out articles in front of house*—57 Geo. 3, c. xxix.] Sect. 65 of Michael Angelo Taylor's Act is not impliedly repealed by s. 119 of the Metropolis Management Act, 1855, as to hanging out articles in front of a house. **WYATT v. GEMS**

[Div. Ct. [1893] 2 Q. B. 225

See also **KEEP v. ST. MARY NEWINGTON (VESTRY)** [C. A. [1894] 2 Q. B. 524

14. — *Obstruction*—*Loading or unloading coal*—*Coke*.] Coke is not “coal” within the meaning of s. 15 of the Metropolitan Streets Act, 1867 (30 & 31 Vict. c. 134), which prohibits the loading or unloading of “coal” on or across the footway between certain hours, and imposes a penalty for so doing. **FLETCHER v. FIELDS** [Div. Ct. [1891] 1 Q. B. 790

— *Removal of refuse from*.

See **LONDON COUNTY—NUISANCES AND SANITATION**. 4.

15. — *Private street*—*Repair of carriage-road*—*Necessary works of repair*.] Under s. 3 of the Metropolis Management Amendment Act, 1890,

LONDON COUNTY—STREETS AND HIGHWAYS—continued.

which empowers certain local authorities to execute any necessary works of repair upon carriage-roads, it is for the local authority and not for the magistrate before whom they seek to recover the expenses to decide as to the necessity of the works. *STROUD v. WANDSWORTH DISTRICT BOARD* [Div. Ct. [1894] 1 Q. B. 64; affirm. by C. A. [1894] 2 Q. B. 1

16. — *Traffic—Hackney carriages.* So far as the public is concerned, the registered proprietor of a hackney carriage is responsible for the acts of the driver whilst he is plying for hire, as if the relationship of master and servant existed between them, even though it does not in fact exist. *KEEN v. HENRY*

[C. A. [1894] 1 Q. B. 292

17. — *Widening streets—Compulsory powers—Taking part of house—*57 Geo. 3, c. xxix., s. 80.] Where the authority having control of the streets in a London district *bonâ fide* adjudge that part of a house obstructs the widening of a street, under some circumstances they have authority to take such part, and the owner cannot compel them to take the whole. *Per curiam*, they can do so when the taking will not involve a substantial alteration of the character and condition of the house, or substantially interfere with the convenience of the occupier, or render it necessary to make structural alterations in order to carry on a different or more limited business than before. *GORDON v. ST. MARY ABBOTTS, KENSINGTON (VESTRY OF)* - Div. Ct. [1894] 2 Q. B. 742

18. — *Widening streets—Compulsory powers—Costs—*57 Geo. 3, c. xxix., s. 82.] Where land has been taken compulsorily, under Michael Angelo Taylor's Act, by the vestry of a metropolitan parish for the purpose of widening a street, and the owner's compensation has been assessed by a jury, he is not entitled to be paid by the vestry his costs of the trial. *Reg. v. LONDON JUSTICES (No. 5)*

[Div. Ct. [1895] 1 Q. B. 881

19. — *Widening streets—Compulsory powers—Costs of petition for payment of purchase-money—*57 Geo. 3, c. xxix.—53 & 54 Vict. c. 44, s. 5.] The Court has jurisdiction, under s. 5 of the Supreme Court of Judicature Act, 1890, to make a local authority pay the costs incidental to a petition for payment out of Court of purchase-money of lands taken under 57 Geo. 3, c. xxix. *In re FISHER* - Chitty J. [1894] 1 Ch. 53; affirm. by C. A. [1894] 1 Ch. 450

LONDON COUNTY—VALUATION.

Regulations were made as to appeals under the Valuation (Metropolis) Act, 1869, by order of the Home Secretary, dated March 24, 1892, under s. 42 (7) of the Local Government Act, 1888. St. J. & O. 1892, p. 587.

1. — *Poor-rate—Appeals—Alteration of totals of gross and rateable values—Valuation (Metropolis) Act, 1869, ss. 32, 34.]* After the valuation lists in four parishes comprising a union had been duly made and approved, quarter sessions, on the appeal of certain ratepayers, reduced some of the values of specific hereditaments. No appeal was brought against the totals of the lists, and no

LONDON COUNTY—VALUATION—continued.

alteration in those totals was made by quarter sessions:—*Held*, that the reduction on appeal of the values of the specific hereditament comprised in the valuation lists of the parishes did not alter the total gross and rateable values appearing in such lists, which total values could only be altered by appealing against them. *Reg. v. WOOLWICH GUARDIANS* Div. Ct. [1891] 2 Q. B. 712

2. — *Poor-rate—Appeals—Time—Valuation (Metropolis) Act, 1869, s. 42 (13).]* The London County Council appealed to the London Quarter Sessions, exercising the former jurisdiction of the assessment sessions, from the valuation of the parish of A. as approved by the assessment committee of A., on the ground that the totals were too low, alleging that some 3000 hereditaments in A. were under-valued. The appeal was entered in due course, but owing to the glut of business could not be heard before March 31. The assessment committee of A. then applied for prohibition to the justices against hearing the appeal:—*Held*, by C. A. (reversing Div. Ct.), (1) that the justices had authority to hear appeals entered in due time, after the time prescribed by the s. has expired; (2) but (affirm. Div. Ct.) that prohibition should go; (3) the C. A. holding that this was an appeal from the valuation of hereditaments and not against totals, and lay to special sessions and not to quarter sessions direct. *Quære*, whether the County Council had any right of appeal. Affirm. by H. L. (E.), on the ground that it was not intended that any ratepayer, or even the County Council, should maintain such an appeal. *Reg. v. JUSTICES OF COUNTY OF LONDON (No. 2)* Div. [Ct. and C. A. [1893] 2 Q. B. 476; H. L. (E.) [*sub. nom.* LONDON COUNTY COUNCIL v. ST. GEORGE'S UNION ASSESSMENT COMMITTEE] [1894] A. C. 600

3. — *Right to appear by agent—*32 & 33 Vict. c. 67, ss. 1, 11, 19.] There is nothing in the Valuation (Metropolis) Act, 1869, to prevent a ratepayer being heard by his agent on an appeal against an assessment. *Reg. v. ST. MARY ABBOTTS, KENSINGTON, ASSESSMENT COMMITTEE* [C. A. affirm. Div. Ct. [1891] 1 Q. B. 378

Water.

Report on the Water Supply of the Metropolis. St. O. P. Price 6d.

LORD JUSTICE.

— Jurisdiction in Chancery Division.

See PRACTICE—JURISDICTION. 2.

LOST WILL.

See PROBATE—GRANT OF ADMINISTRATION—Ab Intestato. 4.

LOTS.

— Sale by auction—Solicitor's remuneration.

See SOLICITOR—BILL OF COSTS—Remuneration Order. 5.

LOTTERY.

1. — *"Missing word" competition—Return of contribution—Wager—*42 Geo. 3, c. 119, s. 1.] A paragraph was published in a newspaper with the last word omitted. Competitors were invited to guess the omitted word, and send it in on a coupon issued with the newspaper, with one shilling. The fund so formed was divisible

LOTTERY—continued.

among the successful guessers. The word chosen was purely arbitrary, and the competition involved no skill:—*Held*, that the competition was a lottery within 42 Geo. 3, c. 119, and illegal, that the fund was not impressed by any trust which the Court could administer, and *semble* that, notwithstanding the illegality of the competition, the unsuccessful competitors had a right to a return of their contributions, enforceable by action at law. Fund paid out to the newspaper proprietor on terms as to costs. *BARCLAY v. PEARSON* [Stirling J. [1893] 2 Ch. 154]

2. — *Newspaper.*] The debts. published a newspaper containing coupons to be filled up by purchasers of the paper with the names of the horses selected by the purchasers as likely to come in first, second, third, and fourth in a race. For every coupon filled up after the first the purchaser paid a penny, and the debts. promised a prize of 100l. for naming the first four horses correctly:—*Held*, that the transaction was not a lottery, nor betting, and the debts. were not liable to be convicted either for selling chances in a lottery or for keeping their office as a betting-house. *STODDARD v. SAGAR. SAGAR v. STODDARD* — Div. Ct. [1895] 2 Q. B. 474

LUGGAGE.

See RAILWAY—NEGLIGENCE. 3.

LUNATIC.

Contracts, col. 461.

Custody, col. 462.

Expenses of Chargeable Lunatic, col. 462.

Institutions for Lunatics, col. 462.

Judicial Inquisition and Powers, col. 462.

Maintenance, col. 464.

Property, col. 465.

Rules and Orders, col. 467.

By the Lunacy Act, 1891 (54 & 55 Vict. c. 65), the Lunacy Act, 1890, was amended.

— *Administrator.*

See PROBATE—GRANT OF ADMINISTRATION—Second Grant. 11.

Contracts.

1. — *Contract by lunatic before lunacy*] M. by writing agreed to sell leaseholds to A. & B. for a sum of which part was to be paid down, and the balance at the end of five years. Possession was given, and the first payment made. After this M., who resided abroad, was there found lunatic, and a curator appointed with authority to receive the balance. On a petition by the curator and A. & B., an order was made, under s. 135 of the Lunacy Act, 1890, vesting the leaseholds in A. & B.; such order to be dated and drawn up after payment of the balance with interest to the curator. *In re PAGANI. In re PAGANI's TRUST* — C. A. [1892] 1 Ch. 236

2. — *Capacity—Knowledge of other party.*] Where a debt. in an action on contract, whether executory or executed, sets up the defence that he was insane when the contract was made, in order to succeed in his defence he must shew that at the time of the contract his insanity was known to the plff. *IMPERIAL LOAN CO. v. STONE* [C. A. [1892] 1 Q. B. 599]

LUNATIC—Contracts—continued.

3. — *Dicorcos.*] Whether insanity constitutes a valid answer to a suit for divorce on the ground of adultery, *quere*.

(A) *YARROW v. YARROW* Butt Pres. [1892] [P. 92]

(B) *HAMBURY v. HAMBURY* Butt Pres. [1892] [P. 225]

Custody.

Committee.] The husband of a lunatic has no absolute right to be appointed committee of her person; the Court has full jurisdiction to do as it may think best for the comfort of the lunatic. *In re DAVY* — C. A. [1892] 3 Ch. 38

— *Divorce.*

See *above*, *Contracts*. 3.

Expenses of Chargeable Lunatics.

1. — *Expenses of maintenance in asylum.*] An order is rightly made by justices *ex parte*, under ss. 287, 294 of the Lunacy Act, 1890, for the maintenance of a pauper lunatic in an asylum by the union in which she had acquired by residence a status of irremovability. *REG. v. BRUCE*

[Div. Ct. [1892] 2 Q. B. 136]

And see POOR—Settlement. 4, 5.

2. — *Expenses of maintenance in asylum.*] Parochial and other rates chargeable on asylum buildings are payable as part of the "expenses of maintenance and other expenses of each pauper lunatic in the asylum," within s. 283 of the Lunacy Act, 1890. *REG. v. DOLBY (No. 1).*

[Div. Ct. [1892] 2 Q. B. 301]

— *Pauper Lunatic.*

See COUNTY COUNCIL—Expenses. 1.

Institutions for Lunatics.

1. — *Expenses of pauper lunatics—Rates on asylum.*] Parochial and other rates charged upon the asylum buildings are payable out of the maintenance account under s. 283 of the Lunacy Act, 1890. *REG. v. DOLBY (No. 1)*

[Div. Ct. [1892] 2 Q. B. 301]

— *Exemption from house tax.*

See HOUSE TAX. 1.

Judicial Inquisition and Powers.

— *Cognition.*

See SCOTTISH LAW—Lunatic.

1. — *Inquiry—Costs—Alleged lunatic found of sound mind—Wife's estate—Appeal—Charging order.*] The L.J.J. have authority, under s. 109 of the Lunacy Act, 1890, to direct that the costs of an inquiry into the mental condition of a married woman should be paid out of her separate estate, including costs incurred after the finding that she was of sound mind. Payment of these costs may be enforced by directing a transfer of Consols. Such an order is not a charging order, and is not bound by the procedure laid down in Order XLVI., r. 1 (1). An appeal lies to the C. A. from a decision of the L.J.J. as to costs of an inquiry in Lunacy. *In re CATHCART (No. 1)*

[L.J.J. [1892] 1 Ch. 549;

[affirm. by C. A. [1892] 1 Ch. 466]

On taxation of the costs, (i.) the shorthand note of the judgments and (ii.) three counsel were

**LUNATIC—Judicial Inquisition and Powers—
—continued.**

allowed, as the case was of unusual length and difficulty. *In re CATHCART* (No. 2)

[L.J.J. [1893] W. N. 107]

2. — *Jurisdiction of Court—Application of bankrupt lunatic's property.*] Upon a person being found lunatic, the jurisdiction of the Court in Lunacy immediately attaches to his property, including the discretionary powers vested in the Court by the Lunacy Act, 1890, ss. 117, 120, of applying his property for his benefit, and cannot be ousted by a subsequent adjudication in bankruptcy made without the consent of the Court, even assuming such adjudication to be valid (as to which, *quære*); and therefore the trustee taking the lunatic's property under such an adjudication can only do so subject to the jurisdiction in lunacy. *In re FARNHAM*

[C. A. [1895] 2 Ch. 799]

3. — *Lunatic plaintiff by his committee—Bankruptcy—Trustee.*] Where an action has been brought by the committee of a lunatic, and the lunatic is subsequently adjudicated bankrupt, the right of action vests in his trustee in bankruptcy; and if the trustee declines to prosecute the action he cannot be added as a defendant against his will. Where he has been so added, he is entitled to have the action stayed as against him. *FARNHAM v. MILWARD*

[Stirling J. [1895] 2 Ch. 730]

4. — *Master in Lunacy—Jurisdiction—Leave to bring action in name of lunatic.*] A Master in Lunacy has jurisdiction under the Lunacy Act, 1891, s. 27 (1), to authorize the committee of a lunatic to bring an action in the name of the lunatic in respect of an alleged breach of trust by the trustees of a will under which the lunatic is a beneficiary. *In re HINCHLIFFE* (No. 2)

[C. A. [1895] W. N. 147 (6)]

5. — *Master in Lunacy—Powers—Attachment.*] A master who is holding an inquisition in Lunacy has power to order a writ of attachment to issue against an alleged lunatic for the purpose of enforcing his attendance, but as a matter of convenience and discretion it is more desirable that he should refer such matters to the L.J.J. sitting in open Court. Lunacy Act, 1891, s. 26, sub-s. 2. *In re B—* (No. 2)

[L.J.J. [1892] 1 Ch. 459]

6. — *Master in Lunacy—Powers—Examination.*] An order to examine an alleged lunatic against his will can be made by a master, and, if necessary, by the Court, but no such order should be made adversely to a person, pending a petition, unless the master or other person conducting the inquiry inform the Court that such an order is necessary to enable him to come to a decision. Whether a master can enforce such an order when made by him in a case where there is no jury, *quære*. *In re B—* (No. 1)

[L.J.J. [1891] 3 Ch. 274]

— Partition—Conveyance.

See PARTITION. 5.

7. — *Practice—Inspection of documents—Privilege.*] No one is allowed to inspect documents in the custody of the Court in Lunacy without an order of one of the Masters or of a

**LUNATIC—Judicial Inquisition and Powers—
—continued.**

judge in Lunacy. Inspection of the reports made to the Court by its own medical advisers is never permitted. But, with this exception, liberty to inspect documents will be given to any person who can satisfy the master or a judge that he wants it for a reasonable and proper purpose, provided that the lunatic, if living, is not injured thereby. After the death of the lunatic, the general rule is to allow inspection to any person claiming an interest in his property who can satisfy the Court as above mentioned. As a matter of law, privilege is no bar to inspection in Lunacy. Inspection will not be permitted to a litigating party who applies for it before the trial of the litigation in order to find out his adversary's case. The doctrine of privilege and the principles applicable to inspection discussed and explained. *In re STRACHAN* (AN ALLEGED LUNATIC) — — C. A. [1895] 1 Ch. 439

8. — *Reports of Chancery visitors—Lunatic not so found.*] Reports made by Chancery visitors under s. 184 of the Lunacy Act, 1890, should be destroyed on the death of the lunatic, and even if not destroyed they cannot be used as evidence, e.g., as to the testamentary capacity of the alleged lunatic. *ROE v. NIX Barnes J. and L.J.J. [1893]*

[P. 55]

9. — *Reports of medical men—Right to inspect.*] A doctor, after examining the alleged lunatic, under s. 26 of the Lunacy Act, 1891, made a report which the alleged lunatic claimed a right to see:—*Held*, that the report was in the nature of a proof of the evidence which the witness was prepared to give at the hearing, and was as much privileged from inspection by the other side as the proof of any other witness's evidence. *In re B—* (No. 2) — — [1892] 3 Ch. 194

10. — *Vesting order—Person resident abroad—"Vested."*] B. resident in Victoria was declared lunatic by the Supreme Court and the Master in Lunacy was appointed to manage her property, which consisted of English stocks standing in her name:—*Held*, that the Court in Lunacy in England had jurisdiction to order a transfer of the stock to the Master in Lunacy in Victoria, and being satisfied that all the stock was required for B.'s support and maintenance made the order prefaced with a statement that the stock was "vested" in the master within the meaning of s. 134 of the Lunacy Act, 1890. "Vested" in that s. includes the right to obtain and deal with, without being actual owner of the lunatic's personal estate. *In re BROWN*

[C. A. [1895] 2 Ch. 666]

Maintenance.

1. — *Bankruptcy.*] Assuming that a lunatic can be adjudicated bankrupt, the trustee takes subject to the powers of the Court under s. 117 of the Lunacy Act, 1890, and the interest of the lunatic is the first thing to be regarded. *In re FARNHAM* — — C. A. [1895] 2 Ch. 799

2. — *Charging order—Insufficiency of fund.*] Creditors of a lunatic not so found by inquisition obtained charging orders on a fund in court. The master approved a scheme for the maintenance of the lunatic which would gradually exhaust the

LUNATIC—Maintenance—continued.

capital of the fund :—*Held*, that a proper allowance should be made for the maintenance of a lunatic, though the effect might be to destroy the creditors' security; and that the creditors were not entitled to impound so much of the capital as was sufficient to satisfy their claims. *In re PLENDERLEITH* - L.J.J. [1893] 3 Ch. 332

— *County Court jurisdiction.*

See COUNTY COURT—Jurisdiction. 16.

3. — *Execution creditor—Wife and family—Priority.* Where a creditor had obtained judgment and issued execution against a lunatic not so found, and the wife of the lunatic had obtained an order appointing her interim receiver pending a scheme which provided for the maintenance of herself and of the lunatic, and the sheriff had given up possession to her :—*Held*, that the maintenance of the wife of a lunatic was not provided for by s. 117 of the Lunacy Act, 1890, and that that provision must be struck out of the scheme. The rights of the execution creditor were subject to the maintenance allowed to the lunatic. But the order must be without prejudice to the rights of the creditor between himself and other creditors notwithstanding that the sheriff had given up possession. Form of order for maintenance of a lunatic where a judgment creditor has obtained execution. *In re WINKLE* - L.J.J. [1894] 2 Ch. 519

4. — *Fund subject to power of appointment.* The only property of a widow of unsound mind was a life interest in a fund over which she had a power of appointment to children or remoter issue. The income was under that specified in the Lunacy Act, 1890 (53 & 54 Vict. c. 5), s. 116 (e), and insufficient for her support. Her son, the only person entitled in default of appointment, applied to raise money for her maintenance out of capital. The Court, though unable to release the power, remitted the application to the master, with an intimation that the order might be made without prejudice to any question which might arise if the lunatic appointed. *In re HIRST*

[L.J.J. [1893] W. N. 177

— *Pauper.*

See above, Expenses of Chargeable Lunatics.

5. — *Percentage on income of property in Ireland.* A percentage is not payable on the remittance to England of the amount allowed out of property in Ireland by the Court of Lunacy in Ireland (to which a percentage on the clear annual income is paid) for maintenance of a lunatic resident in England, and having English committees. *In re GREENAN (A LUNATIC)*

[O. A. (Smith L.J. diss.) [1895] 2 Ch. 12

Property.

1. — *Charging order.* The effect of a charging order made in favour of a judgment creditor under the Judgments Act, 1838, does not depend upon the capacity of the judgment debtor to give a valid charge, but upon the validity of the judgment. Creditors of a lunatic whose debts were incurred before the lunacy obtained judgments against him, and also charging orders on a fund in court, which were not in terms enforceable till the death of the lunatic or further order :—*Held*,

LUNATIC—Property—continued.

that they had a valid charge on the fund in priority to the claims of the lunatic's administratrix. *In re LEAVESLEY (A PERSON OF UNSOUND MIND, DECEASED)* - L.J.J. [1891] 2 Ch. 1

2. — *Dividends—Receiver—Mental infirmity—Title of order.* The judge or Master in Lunacy has jurisdiction under s. 46 of the Act of 1890 to make an order appointing a receiver of dividends on stock standing in the Bank of England in the name of a person incapable "through mental infirmity arising from disease or age," and the Bank may safely act on such an order; but as it is unusual to appoint a receiver of dividends on bank stock, the better course is to bring the stock into Court. Such an order should not be entitled "in Lunacy." *In re BROWNE*

[O. A. [1894] 3 Ch. 412

— *Lunacy of administrator.*

See PROBATE—GRANT OF ADMINISTRATION—Ab Intestato. 11.

3. — *Lunatic not so found—Tenant for life—Power of sale—Exercise.* B., a lunatic not so found but lawfully detained, was tenant for life with power to appoint new trustees, but with no power of sale :—*Held*, that there was no jurisdiction to authorize a sale. *In re BAGGS*

[L.J.J. [1894] 2 Ch. 416, n.

— *Partner of unsound mind—Injunction.*

See PRACTICE—INJUNCTION. 31.

4. — *Person incapable of managing his affairs—Power of Sale—Exercise.* Where a person incapable of managing his affairs within s. 116, sub-s. 1 (d), of the Lunacy Act, 1890, had a power of sale over settled estates of which he was tenant for life :—*Held*, that the Court had jurisdiction under ss. 120, 128 to authorize a sale by a person authorized under ss. 116, 120 to receive the rents, &c., of such estates. *In re X.*

[L.J.J. [1894] 2 Ch. 415

5. — *Person lawfully detained as lunatic—Power of leasing under Settled Land Act, 1882—Exercise of power by person appointed to act as committee of the estate.* Under the Lunacy Act, 1890, ss. 116 (2), 120 (h), the Court may authorize the person appointed to act as committee of the estate of an alleged lunatic under s. 116 to exercise the power of leasing vested in such alleged lunatic as tenant for life under the Settled Land Act, 1882. *In re SALT*

[O. A. [1895] W. N. 156 (5)

6. — *Sale of lunatic's estate in consideration of a rent-charge.* Under ss. 117, 120 of the Lunacy Act, 1890, the Court has power to sanction the sale of a lunatic's estate in consideration of a perpetual rent-charge, and will exercise such power if satisfied that sale will be for the benefit of the lunatic. *In re WARE*

[L.J.J. [1893] 1 Ch. 344

7. — *Settlement of stock—Order authorizing persons to exercise power of appointment of trustees on lunatic's behalf and vesting in named appointees right to call for transfer.* There is jurisdiction under ss. 128, 129 of the Lunacy Act, 1890, to make an order authorizing the committee of a lunatic to appoint as trustees named persons, and to vest in such appointees the right to call for a transfer. The power of appointment is a

LUNATIC—Property—continued.

fiduciary power. Where the settlement comprises bank annuities there should be for the guidance of the Bank something in the nature of a certificate by the master of the exercise of the deed of appointment. The Court declined to order the Bank to pay the costs of the application. *In re SHORTTRIDGE* - - C. A. [1895] 1 Ch. 278

8. — *Trustee—Lunacy Act, 1890, ss. 135, 136.* Where one of four trustees had been found lunatic by inquisition, the Court made an order vesting the trust estate in the three remaining trustees. *In re LEON* - - L.JJ. [1892] 1 Ch. 348

Rules and Orders.

Order dated Jan. 26, 1891, made by the Ld. Chan. with the consent of the Treas. prescribing allowances for subsistence, &c., to Masters and Visitors in Lunacy. St. R. & O. 1891, p. 477.

LUNATIC—Rules and Orders—continued.

The Rules in Lunacy, 1892, dated Feb. 6, 1892. These Rules came into operation on March 1, 1892. St. R. & O. 1892, p. 594; [1892] W. N. (Appx. of O. & R.) p. 7; St. O. P. Price 4d.

Order dated Aug. 11, 1892, as to the taking of fees by Stamps, under s. 148 of the Lunacy Act, 1890. St. R. & O. 1892, p. 620; [1892] W. N. (Appx. of O. & R.) p. 36.

"The Rules in Lunacy, 1893," dated June 15, 1893, and coming into operation July 1, 1893. St. R. & O. 1893, p. 432; St. O. P.; [1893] W. N. (Appx. of O. & R.) p. 3.

Regulations dated April 17, 1895, as to instruments and appliances for the mechanical restraint of lunatics. St. R. & O. 1895, No. 212. Price ½d.

Rules dated June 26, 1895, made by the Commrs. in Lunacy with the approval of the Ld. Chanc. St. R. & O. 1895, No. 251. Price 2d.

M.

MACHINERY.

— Dangerous.

See FACTORY AND WORKSHOP.

— Examination of in coal mine.

See MINES, &c.—Coal Mines. 1.

— Mortgage of.

See BILL OF SALE—INSTRUMENT, &c. 10, 11.**MADAGASCAR.**

— Consular Court.

See FOREIGN JURISDICTION. 2.**MAIL SHIP.***See* POST OFFICE.**MAIN ROAD.**

— Repair of.

See HIGHWAY—Repairs. 9—11.**MAINTENANCE.**

— of Children after twenty-one.

See WILL—CHILDREN. 7.

— of Infant.

See DIVORCE—CHILDREN.
INFANT—Maintenance.
WILL—LEGACY. 9.

— of Lunatic.

See LUNATIC—Maintenance.

— under Poor law.

See POOR—Relief.

— of School.

See CHARITY—CHARITY COMMISSIONERS.
8.

— of Separated wife.

See SUMMARY PROCEEDINGS—Jurisdiction, &c. 15.

— of Wife.

See DIVORCE—ALIMONY.**MAINTENANCE OF SECURITY.***See* BILL OF SALE—STATUTORY FORM—
Maintenance of Security.**MAINTENANCE OF SUIT.***See* CHAMPERTY AND MAINTENANCE.**MAJORITY.**

— Power to bind minority of Debenture-holders.

See COMPANY—DEBENTURE. 25—27.

— of Shareholders.

See COMPANY—WINDING-UP—VOLUNTARY. 1.

— of Owners of Ship.

See SHIP—SALE.**MALICE.***Allegation of malice.* (A) A right of action cannot be extended by alleging malice where without malice there would be no cause of action. *CHAFFERS v. GOLDSMID*[*Per Wills J.* [1894] 1 Q. B. 186, at p. 191

(B) No use of property which would be legal if due to a proper motive can become illegal because it is prompted by a motive which is im-

MALICE—continued.proper or malicious. *CORPORATION OF BRADFORD v. PICKLES* - H. L. (R.) [1895] A. C. 587**MALICIOUS ARREST.**

— Ship.

See SHIP—ADMIRALTY PRACTICE—
Malicious Arrest.**MALICIOUS PROSECUTION.**1. — *Criminal proceeding.* Proceedings under s. 51 of the Tramways Act, 1870, against a passenger for refusing to pay his fare are proceedings in respect of a crim. offence so that an action for malicious prosecution will lie against the person taking them. *RAYSON v. SOUTH LONDON TRAMWAYS CO.* C. A. [1896] 2 Q. B. 3042. — *Reasonable and probable cause.* Held, the absence of reasonable and probable cause is some evidence from which malice may be inferred. But a finding by a jury that the deft. in an action for malicious prosecution honestly believed in the guilt charged by him will negative any inference which depended solely on such evidence. In the absence of any other evidence of indirect motive, a finding of the jury that the deft. was actuated by malice cannot be supported. *BROWN v. HAWKES* - C. A. affirm. *Cave J.* [1891] 2 Q. B. 718**"MALICIOUSLY."***See* ACTION—Where Action will Lie. 2;
CRIMINAL LAW—PROCEDURE. 5; DE-
FAMATION—LIBEL.**MALTA.****Law of Malta.***Primogenitura—Regularity.* The presumption of Maltese law is in favour of a primogenitura of lands in Malta being "regular," so as in each line of descent to admit female in default of male issue of the last holder in that line, in preference to male collaterals descended from a common ancestor:—Held, also, the natural construction of the deed of primogenitura, executed in 1702, was to the same effect. *SCEBERRAS TRIGONA v. SCEBERRAS D'AMICO* - J. C. [1892] A. C. 69**MANAGEMENT.**

— of Charity.

See CHARITY—CHARITY COMMISSIONERS.
CHARITY—MANAGEMENT.

— of Company.

See COMPANY—MANAGEMENT.

— of Railway.

See RAILWAY—MANAGEMENT.**MANAGER.**

— of Bank.

See BANK—Bank Manager.

— Foreclosure.

See PRACTICE—RECEIVER—Mortgagee's
Remedies. 5, 6, 10.

MORTGAGE—FORECLOSURE. 18, 19.

— of Syndicate.

See NATAL—Law of Natal. 3.

MANAGER IN TRUST.

The words "manager in trust" appended to the signature of a bank manager primarily import that he is a trustee for his employers, and not that he stands in a fiduciary position to any other person. *LONDON AND CANADIAN LOAN AND AGENCY Co. v. DUGGAN* J. C. [1893] A. C. 506

MANAGING CLERK.

See CORONER. 3.

COUNTY COURT—PRACTICE. 4.

MANAGING OWNER.

— of Ship.

See SHIP — ADMIRALTY PRACTICE —
Necessaries. 3.

MANCHESTER DISTRICT REGISTRY.

See SUPREME COURT—OFFICERS.

MANCHESTER SHIP CANAL.

See SHIP—PILOTAGE—Bye-laws.

MANDAMUS.

— *Inspection of register of unclaimed stock.*

See BANK OF ENGLAND.

1. — *Lands Clauses Act—Arbitration—Award.*

A prerogative writ of mandamus will be granted to compel a rly. co. to take up an award of compensation when made under the Lands Clauses Act. *REG. v. LONDON AND NORTH-WESTERN RAILWAY Co.* — Div. Ct. [1894] 2 Q. B. 512

2. — *Royal warrant—Secretary of State for War.*

A mandamus will not lie against the Secy. of State for War to compel him to carry out the terms of a royal warrant regulating the pay and retiring allowances of the officers and soldiers of the army, inasmuch as no legal duty towards such officers and soldiers is imposed upon the Secy. of State either by statute or at common law, and his position is merely that of agent to the Crown, and he is only liable to answer to the Crown. *REG. v. SECRETARY OF STATE FOR WAR* [C. A. affirm. Div. Ct. [1891] 2 Q. B. 326

3. — *Refusal to receive evidence properly tendered.* On the hearing of a summons against an owner to enforce payment of his apportioned share, under s. 77 of the Metropolis Management Act, 1862, of the expenses of paving a new street, a magistrate declined to hear that the alleged amount had not been actually expended, or that it included other than paving expenses:—*Held*, (1) upon the construction of the statute, that the evidence was legally admissible; (2) that in rejecting it the magistrate had declined jurisdiction over a distinct branch of the inquiry open before him, and that the appropriate remedy was by mandamus to hear and determine the matter of the complaint. *REG. v. MARSHAM*

[Div. Ct. [1892] 1 Q. B. 371

[Note.—*This case is explained in STROUD v. WANDSWORTH DISTRICT BOARD*, C. A. [1894] 2 Q. B. 1.]

4. — *Second application after discharge of first.* The Court will not grant a second rule for a prerogative writ of mandamus where the first has been discharged, even though a demand and refusal have taken place since the discharge of the first. *REG. v. MAYOR AND JUSTICES OF BODMIN* — Div. Ct. [1892] 2 Q. B. 31

MANDAMUS—continued.

5. — *Separation Order—Maintenance—Reduction.* Justices have a discretion to grant or refuse a summons to reduce the amount of maintenance allowed to a wife under a separation order, and if they refuse a mandamus will not issue to hear and determine the summons. *REG. v. HUGGINS* (No. 1) — [1891] W. N. 88

— to issue Summons.

See SUMMARY PROCEEDINGS—Appeals to High Court. 5, 6.

And see PRACTICE—CROWN OFFICE. 2, 3.

MANDATORY INJUNCTION.

See PRACTICE—INJUNCTION. 22.

MAN-ROLE.

See HIGHWAY—Repairs. 8 (D).

MANITOBA.

— Law of Manitoba.

See CANADA—PROVINCIAL LAW—Law of Manitoba.

MANOR.

— Common.

See COMMON.

MANSLAUGHTER.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 6.

MANUFACTORY.

— taking part of for purposes of railway.

See LAND—Acquisition under Lands Clauses Act. 11.

MAORI.

— Will of Maori.

See NEW ZEALAND—Law of New Zealand. 3.

MAP.

See COPYRIGHT—Book. 4.

CRIMINAL LAW—EVIDENCE. 5.

MARGARINE.

See ADULTERATION—Sale of Margarine.

MARINE INSURANCE.

See INSURANCE, MARINE.

MARITIME LIEN.

See SHIP—MARITIME LIEN.

MARKET.

— Borough franchise—Occupiers of stalls.

See PARLIAMENTARY, &c., REGISTRATION—Claim. 10.

— Pedlar selling in.

See PEDLAR.

MARKET AND FAIR.

By the Markets and Fairs (Weighing of Cattle) Act, 1891 (54 & 55 Vict. c. 70), the Markets and Fairs (Weighing of Cattle) Act, 1887, was amended.

The Markets and Fairs (Weighing of Cattle) Returns (England) Order, 1896, dated Dec. 27, 1895. St. R. & O. 1895, No. 593. Price 1d.

1. — *Statutory market—Disturbance.* A cattle salesman occupied premises under leases granted by a municipal corporation with covenants for quiet enjoyment, and used the premises for the

MARKET AND FAIR—continued.

sale of cattle. The corporation, after the grant of the leases, acting as urban authority, established a cattle market in the borough, and published a list of tolls. The salesman was convicted of selling cattle on the said premises, which were within the borough, but not within the limits of the market:—*Held*, (1) that the creation of the borough market was not a derogation from the grant of the leases; (2) that the leases gave no right to sell cattle within s. 166 of the Public Health Act, 1875, with which the corporation could not interfere by establishing a market; (3) that the salesman was liable to a penalty under s. 13 of the Markets and Fairs Clauses Act, 1847. *SPURLING v. BANTOFT* [Div. Ct. [1891] 2 Q. B. 384]

3. — *Statutory market — Rival market — Infringement.* The plaintiffs held a cattle market under the Birmingham Corporation Consolidated Act, 1883, s. 90 whereof imposed a penalty on any person for selling, &c., any animal "except in some market or fair lawfully authorized or in his own dwelling-house, shop, or place of business," or in those of the intended buyer. Six pig-dealers in Birmingham formed an association, and opened premises there for the sale of pigs. The premises consisted of a yard roofed with glass and divided into pens, a caretaker's house, and a room for the use of the public. Each of the six dealers rented a portion of the pens, &c., for the use of his business:—*Held*, that the premises did not come within the above exception, that the plaintiffs' statutory rights were being infringed, and an injunction granted. *BIRMINGHAM CORPORATION v. FOSTER* — — *Romer J.* [1894] W. N. 43

And see *PEDLAR*.

MARKET GARDEN.

By the *Market Gardeners' Compensation Act*, 1895 (58 & 59 Vict. c. 27), the law as to compensation for improvements executed in or upon market gardens was amended.

— Breach of covenant in agricultural lease.

See *LANDLORD AND TENANT—LEASE*. 1.

MARKET OVERT.

Sale in show-room above shop. Jewels were sold to a jeweller in the City of London in a show-room over his shop which customers were allowed to enter only by special invitation:—

Held, that the sale was not a sale in market overt in accordance with the custom of the City of London.

Semble, that that custom does not apply where the shopkeeper is the purchaser and not the seller. *HARGREAVE v. SPINK* — — *Wills J.* [1892] 1 Q. B. 25

MARKETABLE SECURITY.

See *STAMPS*. 7.

MARRIAGE.

By the *Foreign Marriage Act*, 1891 (54 & 55 Vict. c. 74), the *Foreign Marriage Acts* were amended. [This Act was repealed by that of 1892.]

By the *Foreign Marriage Act*, 1892 (55 & 56 Vict. c. 23), the law as to marriages of British subjects abroad was consolidated.

"The *Foreign Marriages O. in C.* 1892," dated

MARRIAGE—continued.

Oct. 28, 1892, making reg. under the above Act. *St. R. & O.* 1892, p. 625.

The *Foreign Marriages O. in C.* 1895, dated June 29, 1895. *St. R. & O.* 1895, No. 375. Price 1d.

Returns relating to Marriage Law in the Colonies. Parl. Paper, 1894 (144, 145). Price 1d.; 1894 (323); (323, 324); Do. *Foreign Countries*, Parl. Paper, [O. 7392]. Price 1s. 3d.

And see *DIVORCE, passim*.

MARRIED WOMAN.

— Restraint on.

See *WILL—ABSOLUTE GIFT*. 11.

MARRIAGE CONTRACT.

— Scottish.

See *SCOTTISH LAW—Husband and Wife*.

MARRIAGE SETTLEMENT.

See *SETTLEMENT*.

MARRIED WOMAN—PROPERTY.

Generally, col. 474.

Contract, col. 479.

Conveyance, col. 479.

Restraint on Anticipation, col. 480.

Generally.

[By the *Married Women's Property Act*, 1893 (56 & 57 Vict. c. 63), the *Married Women's Property Act*, 1882, was amended.]

1. — *Absolute Interest—Interest for Life for separate use with general testamentary power of appointment to executors.* The effect of the Act of 1882 is to place married women in the same position as *femes sole* or men so far as the effect of the release of a general power of appointment is concerned, and by virtue of the Act the life interests and interests in reversion of married women are alike limited to their separate use, and the two interests coalesce on release of an intervening power of appointment. *In re DAVENPORT. TURNER v. KING* — — *Kekewich J.* [1895] 1 Ch. 361

— Action by or against.

See *PRACTICE—COSTS—Married Woman*.

2. — *Ante-nuptial contract—Personal liability.* The personal liability of a married woman at common law upon contracts made by her before marriage is not taken away by the Act of 1882.

A., a spinster, accepted a bill of exchange, and subsequently married. B., the holder of the bill, applied for judgment under O. xiv. A. alleged, in her affidavit, by way of defence, that she had subsequently married:—*Held*, that B. was entitled to judgment against A. personally. *ROBINSON, KING & Co. v. LYNES* — — *Div. Ct.* [1894] 2 Q. B. 577

3. — *Assignment of Reversionary Interest—Legal chose in action—Policy.* The words "any personal estate whatsoever," in the *Matrimonial Causes Act*, 1857, are wide enough to include, and do include, a legal chose in action, such as a policy of insurance effected in a married woman's own name, and should not be confined to such equitable choses in action as a legacy or other moneys or securities held in trust for her. *WITHERBY v. RACKHAM* — — *Chitty J.* [1891] W. N. 57

4. — *Bankruptcy of wife.* A bankruptcy notice cannot issue against a married woman in

MARRIED WOMAN—PROPERTY—Generally—continued.

respect of a judgment obtained against her separate estate, for the bankruptcy notice can only require the person served to pay the judgment debt, whereas the judgment against a married woman is not personal, but merely binds her separate estate. *In re HANNAH LYNES. Ex parte LESTER & Co.* - C. A. [1893] 2 Q. B. 113

5. — *Base fee—Fee simple absolute—Acknowledgment—Concurrence.* A base fee created by vendors, when spinsters, can be turned into a fee simple absolute by the vendors, if married since 1882, without acknowledgment or the concurrence of their husbands. *In re DRUMMOND AND DAVIES' CONTRACT* - Chitty J. [1891] 1 Ch. 524

— *Claim of widow against insolvent estate of husband.*

See ADMINISTRATION. 9.

6. — *Damages recovered—Tort to wife.* An amount awarded to a wife as damages for personal injuries is her separate property:—*Held*, therefore, a garnishee order attaching the money to answer a judgment debt of the husband, who had been a co-pltff. in the action, was invalid. *BEASLEY v. RONEY* - Div. Ct. [1891] 1 Q. B. 509

7. — *Debts—General power of appointment.* Under the Act of 1882, s. 1 (3), (4), and s. 4, property appointed by a married woman by will under a general power became on her death liable to her debts and other liabilities even though she had no separate estate at the time she contracted them. *In re ANN. WILSON v. ANN*

[*Kekewich J.* [1894] 1 Ch. 549

[*But see now the Married Women's Property Act, 1893, by which s. 1 (3), (4), of the Act of 1882 was repealed.*]

8. — *Gift by will—Separate shares.* Where there is a gift to a class which includes a husband and wife, the husband and wife take separate shares. *In re GUE. SMITH v. GUE*

[1892] W. N. 132 affirm. *North J.*

[1892] W. N. 88

9. — *Interlocutory injunction—Married woman without separate estate.* An interlocutory injunction was granted at the instance of a married woman, although it was urged that her undertaking in damages was illusory, she not having any separate estate. *PIKE v. CAVE*

[*Kekewich J.* [1893] W. N. 91

10. — *Joint tenancy—Covenant to settle after-acquired property.* A husband and wife covenanted to settle the wife's after-acquired property. P. executed a voluntary settlement with an ultimate trust in favour of his next of kin of whom the wife was one of three:—*Held*, that on the death of P. the joint interest of the wife was severed by the operation of the covenant to settle after-acquired property. *In re HEWETT. HEWETT v. HALLETT* - North J. [1894] 1 Ch. 362

11. — *Joint tenancy—Dissolution of marriage.* Lands were conveyed before the commencement of the Act of 1882 to a husband and wife and to the survivor in fee:—*Held*, that so long as the marriage lasted, husband and wife were tenants by entireties, but that after the marriage was dissolved each became a joint tenant, and the wife's interest belonged to her separate use, and

MARRIED WOMAN—PROPERTY—Generally—continued.

that she was entitled to an account as from the date of the divorce.

Other estates were conveyed after the commencement of the Act in terms which but for their marriage would have given them a joint estate:—*Held*, that the wife had therein a joint estate to her separate use, and that she had a right to an account of the rents and profits as from the date when the husband and wife ceased to live together. *THORNLEY v. THORNLEY*

[*Romer J.* [1893] 2 Ch. 239

— *Judgment against married woman—Death of husband—Bankruptcy.*

See BANKRUPTCY—ACT OF BANKRUPTCY
Bankruptcy Notice. 12.

12. — *Liability of husband.* A., by deed of gift, gave property to his wife for her "own proper use and benefit." A. died, and the wife subsequently married the debt., and after 1882 borrowed money of the ptff. She died intestate, and the ptff. sued her husband, who had taken possession of the property:—*Held* (1), that the property was separate property, and bound by the wife's contract; (2) that it passed to her husband *jure mariti*, and administration was unnecessary; (3) that the husband was the personal representative of his wife within s. 28 of the Act of 1882, and liable to the extent of the property. *SURMAN v. WHARTON*

[*Div. Ct.* [1891] 1 Q. B. 491

13. — *Life assurance policy.* In 1877 A. insured his own life, and the policy declared that the funds of the co. should be liable to the payment of the sum insured to the wife and children of the assured, pursuant to the provisions of the Married Women's Property Act, 1870, s. 10. A. died in 1891, leaving a widow and children:—*Held*, that the widow and children took as joint tenants. *In re DAVIES' POLICY TRUSTS*

[*Chitty J.* [1892] 1 Ch. 90

14. — *Marriage of Scotsman with English woman.* On the marriage of a Scotsman with an Englishwoman upon whom property has already been settled, an ante-nuptial contract confirming the wife in her rights according to English law is desirable so as to preclude the husband from setting up on his wife's death a claim *jure mariti* to her property under Scottish law. *In re CRAIGNISH. CRAIGNISH v. HEWITT*

[*Chitty J.* [1892] 3 Ch. 130

15. — *Paraphernalia—Gift by husband to wife of jewels.* The Married Women's Property Act, 1882, has not abolished the general law as to gifts of paraphernalia.

A., who married after the passing of the Act, gave his wife presents of jewellery, as birthday presents, and she to his knowledge kept the jewels in her possession, or in a bank in cases stamped with her initials. It also appeared that he made the presents in the same manner and with the same words as in making her presents before marriage, and till he took proceedings for a divorce never suggested that the jewels were only lent to her. Most of the presents were made on Christmasdays or her birthdays, or as "peace offerings" after disputes:—*Held*, that

MARRIED WOMAN—PROPERTY—Generally—continued.

the jewels were not paraphernalia, but the separate property of the wife. *TASKER v. TASKER*

[*Jeune Presse*. [1895] P. 1

16. — *Possession.*] As since the passing of the Act of 1882 a husband and wife stand in the same position as two men formerly did where possession as between them is doubtful, it follows the title to the goods. *Per Lord Esher M.R.* and *DAVEY L.J.* in *KAMMAY v. MARGRETT*

[*C. A.* [1894] 2 Q. B. 18

17. — *Protection order—Restraint on anticipation—Receiver.*] A married woman, who was entitled to an equitable life interest in the rents of certain premises for her separate use without power of anticipation, was deserted by her husband and obtained a protection order under the Matrimonial Causes Act, 1857. She afterwards executed a mortgage of her life interest covenanting to pay the mortgage debt. Judgment was obtained against her as a *feme sole* in an action on the covenant.—*Held*, that, although the Act allowed a married woman with a protection order to sue and be sued as a *feme sole*, it did not apply to property to which she was entitled before the protection order; consequently the restraint on anticipation prevailed, and no receiver of the property could be appointed. *HILL v. COOPER* - *C. A.* [1893] 2 Q. B. 85

18. — *Reversionary life interest in proceeds of sale of real estate—Money invested on mortgage of real estate—Conveyance of life interest by acknowledged deed—"Interest in land."* A married woman was entitled, under a settlement dated before *Malins' Act*, after the death of her husband to a life interest in the proceeds of sale of certain real estate, which, under a power in the settlement, had been sold, and the proceeds invested upon mortgage of real estate. She had by deed acknowledged under the *Fines and Recoveries Act* joined with her husband in conveying their respective interests in the settled property.—*Held*, that the wife's interest was not interest in land within the meaning of the *Fines and Recoveries Act*, and that she could not dispose of it under sect. 77 of that Act. *MILLER v. COLLINS* - *Stirling J.* [1895] W. N. 143 (8)

— *Right of husband to be appointed committee of person of lunatic wife.*

See LUNATIC—Custody.

— *Separate examination.*

See SETTLED LAND—SETTLED ESTATES ACT. 5.

19. — *Separate property.*] The meaning of separate property discussed by *Kay L.J.* in *PELTON BROTHERS v. HARRISON*

[1891] 2 Q. B. 423 at p. 425

And see below, *Restraint on Anticipation. 10.*

20. — *Sequestration—Separate property—Restraint on anticipation—Income accruing after date of order.*] C., a married woman who was tenant for life of real estate for her separate use without power of anticipation, disobeyed three orders to pay taxed costs to H., and leave was given on Jan. 15, 1894, to issue a writ of sequestration against her separate property, not subject to

MARRIED WOMAN—PROPERTY—Generally—continued.

restraint on anticipation. The writ was issued on Feb. 8; after Mar. 25, L., an agent of C., received rents of property, subject to restraint on anticipation, and paid them over to C. H. applied for an injunction restraining C. from receiving the rents due on Mar. 25, or in the alternative, for leave to issue a second writ of sequestration. H., also, applied for an order that L. should pay the rent over to the sequestrators.—*Held*, by C. A., affirm. *North J.*, that the material date was that of the order to pay the costs, at that date the March rents were not due, and could not be affected by the sequestration without anticipating them.—*Held*, also, that a second sequestration could not affect anything not affected by the first, therefore both motions must be dismissed.—*Held*, also, by C. A., that s. 2 of the Married Women's Property Act, 1893, does not give jurisdiction to alter the effect of an order made before the Act came into operation. *In re LUMLEY. Ex parte HOOD BARRS* - *C. A.* [1894] 3 Ch. 135

21. — *Settlement by infant—Subsequent repudiation.*] An infant on her marriage in 1890 joined with her husband in assigning a sum to the trustees of her marriage settlement.—*Held*, that the sum was effectually included in the settlement by the husband's assignment, and could not be dealt with by the wife, notwithstanding her disaffirmation of the settlement on attaining twenty-one. Effect of s. 19 upon s. 2 of the Married Woman's Property Act, 1882, considered. *STEVENS v. TREVOR-GARRICK*

[*Chitty J.* [1895] 2 Ch. 307

22. — *Tenancy by the curtesy.*] The Act of 1882 does not deprive a husband of his tenancy by the curtesy in his wife's undisposed real estate on her death. *HOPKINS v. HOPKINS*

[*Stirling J.* [1892] 2 Ch. 336

23. — *Validity of contract.*] A married woman cannot contract so as to bind her separate property under the Act of 1882 unless she has some separate property at the date of the contract. If she have some separate estate at the time, a charge on it will affect after-acquired property, but not otherwise. A restraint on alienation or anticipation of income given to a woman is of no avail unless the income is given to her for her separate use. Where in a will there are no words expressly giving a married woman income for her separate use, a subsequent restriction on alienation will not create a separate use by implication. *STODDON v. LEE* - *C. A.* [1891] 1 Q. B. 661

[*But see now Married Women's Property Act, 1893 (56 & 57 Vict. c. 63), s. 1.*]

24. — *Will—Death of husband—Re-execution.*] Sect. 3 of the Married Women's Property Act, 1893, applies to every will of a married woman who dies after the date of the Act. *In re WYLIE, WYLIE v. MOFFAT* - *Bomer J.* [1895] 2 Ch. 116

25. — *Will before Act of 1882—Property acquired under the Act.*] A married woman, dying in the lifetime of her husband, can leave, by will during coverture and made before the Act of 1882, property acquired under that Act. *In re BOWEN. JAMES v. JAMES*

[*Chitty J.* [1892] 2 Ch. 291

MARRIED WOMAN—PROPERTY—Generally—continued.

— *Will of wife founded on invalid protection order.*

See PROBATE—GRANT OF PROBATE. 20.

Contract.

1. — *Joint contractors—Res judicata.*] The rule that judgment recovered against one of two joint contractors is a bar to an action against the other applies equally when one of the joint contractors is a married woman contracting in respect of her separate property. *HOARE v. NIBLETT* [Div. Ct. [1891] 1 Q. B. 781]

2. — *Reversion—Election.*] A separation deed executed in 1875, not acknowledged by the wife, provided for payment by the husband of an annuity to the wife; who covenanted to release, when discover a reversionary life interest in real and personal estate:—

Held, that on the death of the husband the wife was not bound to release her life interest by having received the annuity.

The doctrine of election by a married woman discussed. *HARLE v. JARMAN* — *Worth J.* [1895] 2 Ch. 419

Conveyance.

1. — *Jurisdiction of Chancery Division.*] Refusal by a judge of the Ch. Div. to make an order under s. 91 of the Fines and Recoveries Act, 1833 (3 & 4 Will. 4. c. 71), dispensing with the husband's concurrence in a wife's conveyance. *Seemle*, under special circumstances the Ch. Div. may exercise concurrent jurisdiction with the Q. B. Div. in this behalf. *In re ELLEN GILES* [Stirling J. [1894] W. N. 73]

2. — *Wife's reversionary chose in action.*] Previous to their marriage husband and wife agreed to settle, *inter alia*, a policy of insurance on the life of another, to which the wife was entitled under an instrument made previous to 20 & 21 Vict. c. 57. A memorandum of this agreement was signed by the husband only before the marriage, and after the marriage the husband only executed the settlement. The wife subsequently assigned the policy to the trustees of the settlement. After this the wife in exercise of a power under the settlement mortgaged the policy:—*Held*, that the wife had by her conduct elected to confirm the settlement, and was therefore bound thereby, and that the mortgage was valid. *GREENHILL v. NORTH BRITISH AND MERCANTILE INSURANCE CO.*

[Stirling J. [1893] 3 Ch. 474]

3. — *Wife's reversionary interest in personality—Instrument made before Malins' Act.*] A., by will made before Dec. 31, 1857, gave to H., a married woman, a reversionary interest in her residuary estate. By a codicil subsequent to the above date, A. gave additional legacies:—*Held*, that the "instrument" under which H. took was the will which was made prior to the date of operation of 20 & 21 Vict. c. 57. *In re ELCOM.* *LAYBORN v. GROVER-WRIGHT*

[Chitty J. affirm. by C. A. [1894] 1 Ch. 303]

Equity to Settlement.

See SETTLEMENT—Equity to Settlement.

MARRIED WOMAN—PROPERTY—continued.**Restraint on Anticipation.**

1. — *Arrears.*] Where a married woman has separate property subject to a restraint on anticipation, the restraint applies to income which has become due, but has not yet been paid to her; and therefore such income cannot be made available in execution upon a judgment against her, even although it had accrued due at the date of the judgment. *LOFTUS v. HERIOT*

[C. A. [1896] 2 Q. B. 212]

2. — *Costs—Suit without next friend.*] Where costs are ordered to be paid by a married woman, suing under the Married Women's Property Act, 1882, without a next friend, payment of them can be enforced against any separate property to which she is entitled free from restraint on anticipation at the time when the order to pay costs is made. The restraint on anticipation ceases, as to any sums forming part of the income, so soon as they come into the trustees' hands:—*Held*, therefore, that the trustees could pay their costs out of arrears of income detained in their hands by an administration order. *COX v. BENNETT*

[C. A. [1891] 1 Ch. 617]

But see No. 1, above, and No. 5 (B), below.

3. — *Costs where there is a restraint on anticipation.*] (A) Where an action by a married woman is dismissed with costs, the words "with liberty to apply for payment out of any property which is subject to a restraint on anticipation" should be added to the order. *DAVIS v. TREHARRIS BREWERY CO.* *Chitty J.* [1894] W. N. 196
[See now s. 2 of the Married Women's Property Act, 1893.]

(B) An order made before the Act of 1893 for costs against a married woman, restraint from anticipation in proceedings instituted by herself cannot be enforced under the Act of 1893. *In re LUMLEY.* *Ex parte HOOD BARRE*

[1894] 3 Ch. 135]

4. — *Costs—Set-off.*] In an action against a married woman, which she lost, execution as to costs recoverable in the action was limited to her separate property. Subsequently, after the married woman had become a widow, the pliffs. became liable to her for costs in other proceedings:—*Held*, that the pliffs.' costs in the first action could be set off against costs payable to deft. personally on the subsequent proceedings. *PELTON BROTHERS v. HARRISON* (No. 2)

[C. A. [1892] 1 Q. B. 118]

5. — *Execution.*] (A) A judgment cannot be enforced under the Act of 1882 by any kind of process against arrears of the income of the separate estate of a married woman restrained from anticipation, accruing due after the date of the judgment:—*Seemle*, that the Act of 1893 does not alter the effect of a married woman's contracts on property restrained from anticipation. *HOOD BARRE v. CATHCART* (No. 1)

[C. A. [1894] 2 Q. B. 550]

(B) A restraint on anticipation attached to rents in arrear, but not yet received:—*Held*, that a receiver could not be appointed by way of equitable execution of such rents. *FILLERS v. EDWARDS* — — — C. A. [1894] W. N. 212

MARRIED WOMAN—PROPERTY—Restraint on Anticipation—continued.

6. — *Husband's debts.*] On application under s. 39 of the Conveyancing Act, 1881 (44 & 45 Vict. c. 41), to remove a married woman's restraint on anticipation for the purpose of paying her husband's debts:—*Held*, that the Act was not intended to apply in such a case. *In re S—'s SETTLEMENT.* G. v. C.

[*Kekewich J.* [1893] W. N. 127

7. — *Judgment.*] Arrears of income of property subject to restraint not having come into the hands of a married woman are not available in satisfaction of a judgment. *LOFTUS v. HERRIOT*

[C. A. [1895] 2 Q. B. 212

8. — “*Proceeding instituted.*” (A) Whether the words “proceeding instituted” in s. 2 of the Act of 1893 include a motion or appeal by a married woman deft., *quære.* *In re LUMLEY. Ex parte HOOD BARRS* — C. A. [1894] 3 Ch. 135

(B) *Held*, not to include such motion or appeal or step in an action. *HOOD BARRS v. CATHCART* (No. 2)

[C. A. affirm. North J. [1894] 3 Ch. 376

(c) Sect. 2 of the Married Women's Property Act, 1893, applies to suits commenced prior to and pending at the date of the Act. *In re GODFREY. THORNE-GEORGE v. GODFREY*

[C. A. [1895] W. N. 12

(d) A counter-claim by a married woman deft. is a “proceeding instituted” by her within the Married Women's Property Act, 1893, s. 2, and such counter-claim having been dismissed there is jurisdiction to order the costs to be paid out of her separate property notwithstanding any restraint on anticipation.

Where an order has been made dismissing an application by such a deft., with costs, the Court or judge has jurisdiction in a subsequent order appointing a receiver to direct that those costs should be paid out of property subject to restraint. *HOOD BARRS v. CATHCART* (No. 4)

[Div. Ct. [1895] 1 Q. B. 873

(e) A petition presented by a married woman, in an action in which she is deft., is not a “proceeding instituted,” so as to render the restrained property liable for costs. *HOLLINGTON v. DEAR*

[Chitty J. [1895] W. N. 35

9. — *Removal by Court of restraint.*] Restraint on anticipation of property settled on a married woman for life, with remainder to her husband for life, was, under the circumstances, removed till further order, to the extent of allowing the income to be applied in payment of premiums on policies on the husband's life, and towards keeping down interest on mortgages in which she had purported to join with her husband, on the mortgagees undertaking to reduce the rate of interest, and not to enforce payment of the principal without leave of the Court. *In re MILNER'S SETTLEMENT.* BOMER J. [1891] 3 Ch. 547

10. — *Separate use.*] A restraint on alienation or anticipation of income given to a woman is of no avail unless the income is given to her for her separate use. A gift to her separate use will not be implied from the mere existence of a restraint on anticipation. *STODDON v. LEE*

[C. A. [1891] 1 Q. B. 661

MARRIED WOMAN—PROPERTY—Restraint on Anticipation—continued.

11. — *Tenant for life.*] Where land is devised to a married woman absolutely for her separate use without power of anticipation, such land is not settled, and the married woman is not a tenant for life and has not the powers of a tenant for life within the meaning of the Settled Land Acts, 1882 to 1890. *BATES v. KESTERTON*

[Chitty J. [1895] W. N. 153 (13)

12. — *Widow.*] Deft. was sued after the death of her husband in respect of a liability incurred by her during coverture, and judgment was recovered against her limited to her separate property not subject to any restriction against anticipation:—*Held*, that the removal by reason of her husband's death of the restraint on anticipation did not make property subject to such restriction liable. *PELTON BROTHERS v. HARRISON*

[C. A. affirm. Div. Ct. [1891] 2 Q. B. 492

[*But see now s. 1 of the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63).*]

13. — *Widow.*] The deft., a married woman possessed of separate property not subject to any restraint on anticipation, entered into a covenant for payment of a sum of money. On an action on the covenant, the deft., who had in the meantime become a widow, obtained leave to defend on payment of £500 into Court under O. xiv. Judgment having been given for the plff.:—*Held*, that he was entitled to have the £500 paid out to him forthwith. *BIRD v. BARSTOW*

[C. A. [1893] 1 Q. B. 94

MARSHALLING.

See ADMINISTRATION. 6; *CHARITY* — Gift to Charity. 11.

WILL—CHARGE OF DEBTS.

— Redemption of two properties.

See MORTGAGE—REDEMPTION. 7.

MASTER IN LUNACY.

— Powers and jurisdiction.

See LUNATIC—Judicial Inquiry, &c. 3—6.

MASTER AND SEAMAN.

See SHIP—MASTER AND SEAMAN.

MASTER AND SERVANT.

Contract, col. 482.

Liability for Acts of Servants, col. 483.

Liability for Injuries to Workmen, col. 485.

Trade Secrets, col. 486.

Truck, col. 487.

Contract.

— *Discharge of servant*—Maliciously procuring.

See ACTION—When Action will Lie. 3.

1. — *Employers and Workmen Act, 1875—Breach of contract—Damages.*] The defts., who were workmen belonging to a union, refused to go down a pit in cages with non-union men, but offered a few minutes afterwards to go down by themselves, which was not permitted by the under-manager of the master:—*Held*, that the refusal to go down was a breach of contract, and that the defts.' action, being preconcerted, entitled

MASTER AND SERVANT—Contract—continued.

the plff. to substantial damages:—*Held*, also, that the master's refusal to let them go down when they offered to do so was not a breach of contract. *BOWES AND PARTNERS, LD. v. PRESS*
[C. A. affirm. Div. Ct. [1894] 1 Q. B. 202]

2. — *Employers and Workmen Act, 1875—Grocer's assistant—Leaving without notice.* The test whether an employee is engaged in manual labour within the meaning of the Employers and Workmen Act, 1875, is whether such labour is his real and substantial employment, or whether it is incidental or accessory to such employment. A grocer's assistant is not a person engaged in manual labour within s. 10 of the Act, although in the course of his duties he has incidentally to do many things involving manual labour. *BOND v. LAWRENCE* — — C. A. revers. Div. Ct. [1892] 1 Q. B. 226

3. — *Implied obligation of servant—Improper use of information—Liability.* (A) A manager copied from the order-book a list of names and addresses of his master's customers, and on leaving his employment used the list to solicit orders from them:—*Held*, that there was an implied term of the contract of service not to use to the master's detriment information obtained in the course of the service, and that the manager was liable to his former master in damages to an injunction. *ROBB v. GREEN*

[*Hawkins J.* [1895] 2 Q. B. 1;
[C. A. [1895] 2 Q. B. 316]

(B) Canvassers were employed to obtain advertisements for a directory from traders in particular districts. They proposed on the expiration of their agreements to assist several publications in obtaining similar advertisements:—*Held*, that so to use the materials obtained under the agreement would be a breach of the implied terms thereof. *LAMB v. EVANS*

[C. A. affirm. Chitty J. [1893] 1 Ch. 218]

— *Shop Hours Regulation Act.*

See SHOP HOURS REGULATION.

4. — *Wrongful dismissal—Dissolution of partnership.* A partnership agreed to employ the plff. as their agent for a fixed period. Before the period expired two of the partners retired. The continuing partners offered to employ the plff. on the same terms for the remainder of the period; the plff. refused:—*Held*, that the dissolution operated as a wrongful dismissal of the plff., but that he was only entitled to nominal damages. *BRACE v. CALDER*

[C. A. revers. Wright J. [1895] 2 Q. B. 253]

Liability for Acts of Servants.

1. — *Bailee for hire—Negligence of servant.* The deft. hired a carriage and horse from the plffs. His coachman, instead of taking them, as was his duty, to the stable, drove for his own purposes in another direction. While he was thus engaged, the carriage and horse were injured owing to his negligent driving:—*Held*, that the deft. was liable under his contract as bailee in respect of the consequences of his servant's breach of duty to himself. *COUPÉ CO. v. MADDICK*

[Div. Ct. [1891] 2 Q. B. 413]

— *Bailee of locomotive.*

See LOCOMOTIVE.

MASTER AND SERVANT—Liability for Acts of Servants—continued.

— *Coat in charge of waiter.*

See BAILMENT. 8.

2. — *False imprisonment by manager of a public-house.* The plff. by mistake tendered a foreign gold coin at a public-house in payment for refreshments. He discovered and rectified the mistake, but was subsequently arrested at the instance of the person managing the bar for the deft.:—*Held*, that the manager had no implied authority by reason of his position to make the arrest, as his employer's property was no longer in danger, and the arrest was made only for the purpose of vindicating the crim. law in respect of an offence which the plff. was supposed to have already committed. *ABRAHAM v. DEAKIN* — — C. A. [1891] 1 Q. B. 516

3. — *Registered proprietor of cab.* Under the London Hackney Carriages Act, 1843, the registered proprietor of a hackney carriage, so far as the public is concerned, is responsible for the acts of the driver whilst he is plying for hire, or if the relationship of master and servant existed between them, even though it does not in fact exist.—*Semble*, also, that the statutory right of action against the registered proprietor does not take away the common law right of action against the real master of the driver. *KEEN v. HENRY*

[C. A. [1894] 1 Q. B. 233]

4. — *Scope of servant's employment—Criminal offence.* The deft.'s servant in the course of his employment assaulted the plff. and was fined for the assault. The plff. brought an action against the deft. for the assault:—*Held*, that the mere fact of the assault being crim. and not merely tortious did not affect the deft.'s liability for the acts of his servant, and that the relief given under s. 45 of the Offences Against the Person Act, 1861, from civil proceedings for the assault was personal to the servant and did not extend to the defendant. *Per Rigby L.J.*: "Scope of authority" and "course of employment" are equivalent terms, and both extend the master's liability beyond the actual authority given to the servant. *DYER v. MUNDAY*

[C. A. [1896] 1 Q. B. 742]

5. — *Scope of servant's employment—Extent of authority—Case of emergency.* Where the driver of deft.'s omnibus was too drunk to drive, A. volunteered to do so, and, with the acquiescence of the driver and of the conductor, drove the omnibus home, and on the way injured the plff.:—*Held*, that under the circumstances it was not necessary for the servants in charge of the omnibus to authorize A. to drive, and therefore the deft. was not liable for A.'s negligence; *quære*, if it had been necessary, whether the deft. would have been liable. *GWILLIAM v. TWIST*

[C. A. [1895] 2 Q. B. 84 revers. Div. Ct.]

[1895] 1 Q. B. 557]

6. — *Scope of servant's employment—Negligent disregard of special directions.* The C. Co. contracted with W. to fell and burn bush on their land. W., at the request of the co. and on its behalf, let the felling and burning of an additional piece of bush to N., who negligently and improperly lighted a fire and allowed it to

MASTER AND SERVANT—Liability for Acts of Servants—continued.

spread to B.'s land, disregarding special stipulations in the contract as to the time at which such fire should be lit:—*Held*, that the C. Co. was liable for the damage, and could only escape liability by shewing that the act of N. was that of a trespasser and not within the scope of the contract. *BLACK v. CHRISTCHURCH FINANCE CO.*

[J. C. [1894] A. C. 48]

7. — *Servant lent to another firm—Negligence.* The defts. lent a crane with a man in charge to another firm. While under the orders of the other firm, the man in charge worked the crane negligently and injured the plaintiff:—*Held*, that, although the man remained the general servant of the defts., yet as he was not then under their control, they were not responsible for his negligence. *DONOVAN v. LAING, WHARTON AND DOWN CONSTRUCTION SYNDICATE*

[C. A. [1893] 1 Q. B. 629]

Liability for Injuries to Workmen.

1. — *Common employment—Contractor and sub-contractor.* In an action to recover damages for injury caused by the negligence of the deft.'s servant, the defence of common employment is not applicable unless the injured person and the servant whose negligence caused the injury were not only engaged in a common employment, but were in the service of a common master. *JOHNSON v. LINDSAY & CO. (No. 1)* H. L. (E.) [1891] A. C. 608 [371 *revers. C. A. and Div. Ct. (23 Q. B. D. 508)* [and *restoring Grantham J.*

2. — *Common employment—Master and seaman—Defective gear—Personal injuries—Damage.* An accident was caused to a seaman through a defective rope, which was in a proper condition when supplied, but had got frayed through use:—*Held*, that the owners were not responsible to the seaman for the captain (a fellow workman) not keeping it in repair. *GORDON v. PYPER*

[H. L. (S.) [1892] W. N. 169]

3. — *Common employment—Ships belonging to same owner.* The masters and crews of two different ships belonging to the same owners are not in common employment. *THE "PETREL"*

[*Jeune Pres.* [1893] P. 320]

4. — *Common employment—Ship's crew and stevedores.* In an action to recover damages for injury caused by the deft.'s servant, the defence of common employment does not apply unless the plttf. was at the time of the injury in the deft.'s actual employment in the relationship of master and servant. Where the defts. were stevedores and the plttf. a servant of the ship-master on whose ship the injury was caused by the negligence of a servant of the stevedores:—*Held*, that the defence of common employment was not available. *CAMERON v. NYSTROM*

[J. C. [1893] A. C. 308]

5. — *Common employment—Shipowner and stevedores.* Under a contract to discharge a ship the whole work was not to be done by the stevedores, but the shipowners were to control and employ members of the crew to work the tackle:—*Held*, that the shipowners were liable for injury to a servant of the stevedores occasioned by the negligence of a winchman who was a

MASTER AND SERVANT—Liability for Injuries to Workmen—continued.

member of the crew and not in the employ nor under the control of the stevedores. *UNION STEAMSHIP CO. v. CLARIDGE J. C.* [1894] A. C. 185

6. — *Defect in condition of way—Uncovered catch-pit.* In the floor of one of the defts.' workshops was a catch-pit generally covered with a lid. While the pit was uncovered for a temporary purpose, the plttf., a workman of the defts., passing over the premises in the course of his business, fell into the pit and was injured:—*Held*, that the floor of the shop where the plttf. was passing was a way within s. 1, sub s. 1, of the Employers' Liability Act, 1880, but that the removal of the cover was not a defect in the condition of the way. *WILLETTTS v. WATT*

[C. A. and Div. Ct. [1892] 2 Q. B. 92]

7. — *"Defect in condition of works"—Dangerous wall.* A builder was engaged in pulling down an old house. After removal of the roof and pulling down of part of the walls, a workman received injuries owing to the fall of a wall which had not been properly shored up:—*Held*, that the dangerous condition of the wall was "a defect in the condition of the works connected with or used in the business of the deft.," for which the defendant was liable under the Employers' Liability Act, 1880. *BRANNAGAN v. ROBINSON* - Div. Ct. [1892] 1 Q. B. 344

— *Employers' Liability Act—Contracting out.*

See *INFANT—Contracts*. 5.

8. — *Obedience to foreman's orders.* The plttf. was a workman in the employ of builders who were erecting a house. The defts. contracted with the builders to construct a lift in the house, and the plttf., at their request, was selected by the builder's foreman to assist D., their man, in putting up the lift. In obeying D.'s orders plttf. received an injury:—*Held*, that the plttf. was at the time a workman of the defts. and bound to conform to D.'s orders, and that the defts. were liable for his injuries. *WILD v. WAYGOOD* - C. A. [1892] 1 Q. B. 783

— *Second action for same injury—Death of workman after first action brought.*

See *SCOTTISH LAW—Master and Servant*. 2.

9. — *Volenti non fit injuria.* When a workman engaged in an employment not in itself dangerous is exposed to danger arising from an operation in another department over which he has no control—the danger being created or enhanced by the negligence of the employer—the mere fact that he undertakes or continues in such employment with full knowledge and understanding of the danger is not conclusive to shew that he has undertaken the risk so as to make the maxim *Volenti non fit injuria* applicable in case of injury. The question whether or no he has so undertaken the risk is one of fact and not of law. This is so both at Common Law and in cases arising under the Employers' Liability Act, 1880. *SMITH v. BAKER & SONS*

[H. L. (E.) *revers. C. A.* [1891] A. C. 325]

Trade Secrets.

1. — *Implied obligation of servant—Abuse of confidence—Improper use of information acquired*

MASTER AND SERVANT—Trade Secrets—continued.

during service.] A clerk in the employment of a firm of mechanical engineers two days before leaving their service compiled a table of dimensions of various engines made by them. He did it for his own purposes and without their knowledge and consent:—*Held*, that he had committed an abuse of the confidence ordinarily existing between clerk and employer, or the implied contract arising from their confidential relations, that a servant shall not use except for the purposes of service opportunities which the service gives him of gaining information. *MERRY-WEATHER v. MOORE* - - - *Kekewich J.*
[1892] 2 Ch. 518

2. — *Implied obligation of servant—Improper use of information.* A manager copied from the order-book a list of names and addresses of his master's customers, and on leaving his employment used the list to solicit orders from them:—*Held*, that there was an implied term of the contract of service to observe good faith towards his master during the existence of the confidential relations between them, and not to use to the master's detriment information obtained in the course of the service, and that the manager was guilty of a breach of contract, in respect of which his master was entitled to damages and an injunction. *ROBB v. GREEN* - - - *C. A. [1895]*
[2 Q. B. 315 *affirm.* *Hawkins J.*
[1895] 2 Q. B. 1

3. — *Implied obligation of servant—Tailor's cutter.* An injunction granted restraining a tailor from using paper patterns copies of those cut by him when cutter under a former master. *Unreported*; and referred to by *Chitty J.* in *LAMB v. EVANS* (No. 1) [1892] 3 Ch. 462, at p. 468

4. — *Information acquired during service—Copies from employer's books.* A former servant is not justified in using forms copied by him from those used by his former employer, or in using copies or extracts from a register of persons with whom his employer did business, for the purpose of canvassing them, and can be restrained from doing so by injunction. *LOUIS v. SMELLIE*
[O. A. [1895] W. N. 115 (7)]

5. — *Right to work done by servants.* Canvassers were employed to obtain advertisements in a trade directory:—*Held*, that after their employment ceased, they had no right to use, for another publication, materials which they had obtained for the purpose of the *pltf.'s* directory. *LAMB v. EVANS* (No. 1) - - - *C. A. [1893] 1 Ch. 218*
[*affirm.* *Chitty J.* [1892] 3 Ch. 462]

Truck.

1. — *Payment otherwise than in current coin—Sick and accident fund.* A payment made by a master at the instance of a servant, to discharge an obligation of the servant, or to place the money in the hands of a person in whose hands the servant desires it to be placed, is a payment to the servant as much as if current coin had been placed in the servant's hands. *H.* entered into the service of *A.*, and signed an agreement to conform to all regulations of *A.'s* works. One regulation was that all servants were to become

MASTER AND SERVANT—Truck—continued.

members of a sick and accident club. By the rules of this club weekly payments were made to the club, and relief given to members in case of sickness or accident. *H.* received each week a ticket shewing the wages due, and the weekly deduction for the club, and the balance was paid to *H.* *H.* never required or received relief from the club:—*Held*, that within ss. 3 and 4 of the Truck Act, 1831, *H.* had been paid the entire amount of wages in current coin, and that *H.* was not entitled to recover from *A.* the amount of the weekly deductions: *Held*, also, that even assuming (but without deciding) that there was a contract avoided by s. 2 of the Act, *A.*, by making the weekly payments to the club with *H.'s* assent, had discharged his obligations to *H.* *HEWLETT v. ALLEN* - - - *H. L. (E.) [1894] A. C. 383*
[*affirm.* *C. A. [1892] 2 Q. B. 662*

2. — *Payment otherwise than in current coin—Sick and accident fund—Porter.* Sect. 6 of the Truck Amendment Act, 1887, does not apply to written contracts excepted by s. 23 of the Truck Act, 1831. Therefore deductions made weekly in pursuance of the contract of service of a porter's wages to the sick and funeral allowance fund of the railway company are legal. *LAMB v. GREAT NORTHERN RAILWAY CO.* - - - *Div. Ct. [1891]*
[2 Q. B. 281]

3. — *Sick and accident fund—Railway guard.* The *pltf.* was guard of a goods train. His main duties were to guard and conduct the train and to marshal the trucks; but it was also his duty at times to help in coupling and uncoupling and unloading trucks. He was by the terms of his employment bound to contribute to a sick and accident fund by deductions made from his wages and not returned if he left his service. He sued to recover the sums compulsorily deducted as illegally deducted under the Truck Acts:—*Held*, that he was not "a workman" within s. 10 of the Employers and Workmen Act, 1875, and was not a person to whom the provisions of the Truck Acts applied. *HUNT v. GREAT NORTHERN RAILWAY CO.* (No. 1) - - - *Div. Ct. [1891] 1 Q. B. 601*

MASTER OF SHIP.

See SHIP—BILL OF LADING—Excepted Perils. 3; Exceptions. 1—3.
SHIP—MASTER AND SEAMAN.

MATABELELAND.

— British jurisdiction.
See FOREIGN JURISDICTION.

MATERIAL FACT.

— Non-disclosure of.
See SPECIFIC PERFORMANCE. 2.

MATERIALITY.

— of Evidence.
See CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE. 2.

"MATTER."

See COUNTY COURT—Appeal. 2.

"MATTER OF COMPLAINT."

See METROPOLITAN POLICE DISTRICT—Hackney Carriages. 1.

"MATTER OF PRACTICE AND PROCEDURE."

See PRACTICE—APPEAL—Appeals to Court of Appeal. 31, 32.

MAXIMS OF LAW.

1. — "*Actio personalis moritur cum persona.*" This maxim has a very limited application in Scotland. *WOOD v. GRAY & SONS* — Per Lord [Watson H. L. (S.)] [1892] A. C. 576, at p. 580

2. — "*A man's house is his castle.*" This maxim considered at length by Bowen L.J. The effect of the maxim is to extend the immunity to the outer door not only of all dwelling-houses, but also of all buildings whatsoever, and to outer gates of all inclosures as regards both distress and execution. *AMERICAN CONCENTRATED MEAT CO. v. HENDRY* — Bowen L.J. [1893] W. N. 87; [affirm. by C. A.] [1893] W. N. 82

3. — "*Ignorantia juris nemini excusat.*" See *WHITWORTH v. WHITWORTH* — G. Barnes J. [1893] P. 85

4. — "*Nemo debet bis vexari pro una et eadem causa.*" This maxim applies also in Scotland. *WOOD v. GRAY & SONS* — Per Lord Field [1892] [A. C. 576, at p. 583]

5. — "*Volenti non fit injuria.*" The effect of this maxim considered. *SMITH v. BAKER & SONS* — H. L. (E.) [1891] A. C. 325

MAYOR.

— Election.

See MUNICIPAL ELECTION. 3.

— Salary.

See BOROUGH (ENGLAND) — Mayor's Salary.

MAYOR'S COURT (OF LONDON).

See LONDON—CITY—Administration of Justice—Mayor's Court.

MEASURE.

See WEIGHTS AND MEASURES.

MEASURE OF DAMAGES.

See DAMAGES—Measure of Damages.

MEAT.

— Unsound.

See LONDON COUNTY—NUISANCES AND SANITATION. 9.

NUISANCE—What amounts to. 14, 15.

MEDICAL PROFESSION.**Medical Practitioner.**

1. — *Practising without a certificate—Penalties recoverable.* The deft. practised as an apothecary without a certificate, and on one day gave advice and supplied medicine to three persons. He was sued for three penalties under s. 20 of the Apothecaries Act, 1815, for acting or practising as an apothecary without a certificate:—*Held*, that acting or practising applied to an habitual or continuous course of conduct, and that each attendance did not constitute a separate offence, and that the deft. was liable only to one penalty. *APOTHECARIES CO. v. JONES*

[Div. Ct. [1893] 1 Q. B. 89]

2. — *Medical register—Erasure of name for misconduct.* A medical man is guilty of infamous conduct in a professional respect within s. 29 of the Medical Act, 1858, if in the pursuit of his profession he has done something with regard to it which would reasonably be considered as disgraceful or dishonourable by his professional brethren of good repute and competency. *ALLINSON v. GENERAL MEDICAL COUNCIL*

[C. A. [1894] 1 Q. B. 750]

MEDICINE.

— Stamp duty.

See STAMPS. 8.

MEDIUM FILUM VIE.

See HIGHWAY—Property in Highway. 1. LIGHT. 8.

MEETING.

— of Company.

See COMPANY—GENERAL MEETING.

— of Creditors.

See COMPANY—WINDING-UP—FIRST MEETING OF CREDITORS.

— of Debenture-holders.

See COMPANY—DEBENTURE. 25—27.

MEMORANDUM OF ASSOCIATION.

— Alteration.

See COMPANY—MEMORANDUM, &c. — Alteration of Memorandum.

— Construction.

See COMPANY—BORROWING POWERS. 1.

MEMORIAL INSCRIPTION.

See ECCLESIASTICAL LAW—Faculty. 11.

MENACES.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 1.

MENTAL INFIRMITY.

— arising from Age.

See PROBATE—GRANT OF ADMINISTRATION—Ab Intestate. 8.

— Person incapacitated through.

See LUNATIC—Property. 4.

MERCANTILE AGENT.

See FACTOR.

MERCANTILE USAGE.

See SHIP—BILL OF LADING—Mercantile Usage.

MERCHANDISE MARK.

See TRADE-MARK—MERCHANDISE MARKS.

MERCHANT SHIPPING ACTS.

See SHIP, *passim*.

MERGER.

— of Debt in Judgment.

See BANKRUPTCY—PETITION. 6.

1. — *Life estate and estate pur autre vie.*

A tenant for life granted her estate to the next tenant for life, subject to a rent-charge payable to her during her life. The grantee died before grantor, having devised his interest to plaintiffs. A remainderman claimed that there had been a merger of the life estate and the estate *pur autre vie*, and that he took the estate discharged of the rent-charge:—*Held*, that a 25, sub-s. 4, of the Judicature Act, 1873, applied, and that having regard to the intention of the parties manifest on the face of the deed of grant there was no merger of the estates of the first and second tenant for life. *SNOW v. BOYCOTT* — Kekewich J. [1892] 3 Ch. 110

2. — *Life interest and reversion held in different rights.* A tenant for life, after releasing his power of appointment among his children, claimed to have the share of one of his two sons, who had died a bachelor, after the age of twenty-

MERGER—continued.

one, and intestate, transferred to him :—*Held*, that the father's interest and the son's interest being held by the former in different rights there was no merger, and that the fund must remain with the trustees of the settlement so long as the father's life interest continued; and that on executing a surrender of his life interest the father was entitled to a transfer of a moiety of the fund. *In re RADCLIFFE. RADCLIFFE v. BEWES*

[North J. [1891] 2 Ch. 662;
[C. A. [1892] 1 Ch. 227]

MERSEY RIVER.

— Pilotage.

See SHIP—PILOTAGE—Bye-laws.

— Sailing rules.

See SHIP—COLLISION.

MESNE PROFITS.

See JUDICIAL COMMITTEE—Practice. 2.

METAGE.

— of grain.

See LONDON, CITY—Finance.

METALLIFEROUS MINES.

See MINES AND MINERALS—Metalliferous Mines.

METROPOLIS MANAGEMENT ACTS.

*See LONDON COUNTY—BUILDINGS;
LONDON COUNTY—STREETS AND HIGHWAYS.*

METROPOLITAN BUILDING ACTS.

See LONDON COUNTY—BUILDINGS.

METROPOLITAN COUNTY COURTS.

— Jurisdiction—Winding-up.

See LONDON COUNTY—ADMINISTRATION OF JUSTICE—Metropolitan County Courts.

METROPOLITAN POLICE DISTRICT.

Courts, col. 491.

Detention of Goods, col. 491.

Hackney Carriages, col. 491.

Offences, col. 492.

Reports, col. 492.

Courts.

O. in C. dated Aug. 13, 1895, transferring part of the Lambeth to the South Western Police Court Division. St. R. & O. 1895, No. 338. L. 13. Prio. 4d.

Detention of Goods.

Metropolitan Police Courts Act, 1839.] A magistrate's order under s. 40 of the Metrop. Police Courts Act, 1839, is no bar to an action for special damage arising out of the same detention. MIDLAND RAILWAY CO. v. MARTIN & CO

[Div. Ct. [1893] 2 Q. B. 172]

Hackney Carriages.

1. — *Driver's licence—Defacement—Chair-marking—"Matter of complaint."* Where the foreman of a cab-owner inserted two dates of leaving the service of the cab-owner in the appropriate column of a driver's licence, and also added his name:—*Held*, that the entries were not in compliance with s. 8 of the Hackney

METROPOLITAN POLICE DISTRICT—Hackney Carriages—continued.

Carriage Act, 1843, but amounted to a defacement of the licence, and that such defacement was a "matter of complaint" within s. 22 of the Act, and that though it was not alleged that the driver had actually been refused employment, there was evidence of loss or damage upon which the magistrate could award compensation. *NORRIS v. BIRCH - Div. Ct. [1895] 1 Q. B. 639*

2. — *Registered proprietor—Liability for negligence of driver.* The registered proprietor of a hackney carriage within the Hackney Carriage Act, 1843, is civilly liable for the negligence of the driver while plying for hire, whether the driver is or not in law or fact his servant. *KEEN v. HENRY - C. A. [1894] 1 Q. B. 292*

Offences.

— *Costermongers' obstruction.*

See LONDON COUNTY—STREETS AND HIGHWAYS. 11, 12.

Street musician—Non-payment of fine—Imprisonment.] A street musician was convicted under 27 & 28 Vict. c. 55, s. 1, and fined 40s. for playing in a public thoroughfare after being requested by a householder to depart, and committed for one month in default of payment of the fine:—Held, that the conviction and sentence were good. Under s. 77 of the Metropolitan Police Act, 1839, an offender may be imprisoned for one month for non-payment of a fine, although the imprisonment fixed for the original offence be only three days. REG. v. HOPKINS

[Div. Ct. [1893] 1 Q. B. 631]

Penalties.

— Application of.

See ADULTERATION—Sale of Margarine. 1.

Reports.

The Reports of the Commissioner of the Metropolitan Police Force for the years 1890-4 are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1894	1895	7890	..	..	d.
1893	1894	7556	42	291	6
1892	1893-4	7173	45	311	4½
1891	1892	6732	41	331	5½
1890	1891	6472	42	355	5

METROPOLITAN STREETS ACTS.

See LONDON COUNTY—STREETS AND HIGHWAYS. 11, 12.

MIDDLESEX.**Music and Dancing.**

By the Music and Dancing Licences (Middlesex) Act, 1894 (57 & 58 Vict. c. 15), the Middlesex County Council were given certain licensing powers,

MIDDLESEX—Music and Dancing—continued.

and the Public Entertainments Act, 1875, and ss. 2, 3, of the Disorderly Houses Act, 1751, were repealed as to Middlesex.

See COUNTY COUNCIL—Powers. 3, 4.

MIDDLESEX REGISTRY.

By the Middlesex Registry Act, 1891 (54 & 55 Vict. c. 10), temporary provision was made for the business of the Middlesex Registry of Deeds.

By the Land Registry (Middlesex Deeds) Act, 1891 (54 & 55 Vict. c. 64), the Middlesex Registry of Deeds was transferred to the Land Registry, and provision made for the conduct of the business thereof.

Rules.] Rules dated Feb. 8, 1892, made by the Ld. Chanc. under the Land Registry (Middlesex Deeds) Act, 1891 (54 & 55 Vict. c. 64). These rules are in substitution for all rules subsisting before Aug. 5, 1891. [1892] W. N. (Appx. of O. & R.) p. 4; St. R. & O. 1892, p. 638; St. O. P.

Regs. dated Mar. 24, 1892, made by the Registrar. [1892] W. N. (Appx. of O. & R.) p. 15; St. R. & O. 1892, p. 645.

Reg. dated Ap. 19, 1892, amending the Note to Form 1 of Land Registry (Middlesex Deeds) Rules, 1892. [1892] W. N. (Appx. of O. & R.) p. 21; St. R. & O. 1892, p. 645.

Fees.] Fees O. dated Feb. 11, 1892, made under the Land Registry (Middlesex Deeds) Act, 1891. St. R. & O. 1892, p. 644.

Treas. O. dated Ap. 27, 1892, as to fees payable under the Land Registry (Middlesex Deeds) Act, 1891. St. R. & O. 1892, p. 645.

MILK.

— Sale of.

See ADULTERATION—Sale of Milk.

MILK CHURN.

See WEIGHTS AND MEASURES. 2.

MINES AND MINERALS.

Coal Mines, col. 493.

Gold Mines, col. 494.

Metalliferous Mines, col. 494.

Working (Generally), col. 495.

Coal Mines.

By the Coal Mines (Check Weighers) Act, 1894 (57 & 58 Vict. c. 52), the provisions of the Coal Mines Regulation Act, 1887, with respect to check weighers were amended.

— Boiler explosions in.

See BOILER—Explosions. 1.

1. — Examination of guides and conductors—Record of report of examination.] Sect. 49, r. 5, of the Coal Mines Regulation Act, 1887, requires the report of the examination made every 24 hours of the guides and conductors to be recorded, as well as the report of the examination made weekly of the shafts. SCOTT v. BOULD [Div. Ct. [1896] 1 Q. B. 9

2. — Lighting and watching rate—Land.] Coal mines are "property (other than land) rateable to the relief of the poor," and therefore rateable on the higher scale under s. 33 of the

MINES AND MINERALS—Coal Mines—contd.

Lighting and Watching Act, 1833. THURBY v. CHURCHWARDENS OF BRIERLIFF-WITH-EXTWISTLE - - Div. Ct. [1894] 1 Q. B. 567;

[C. A. [1894] 2 Q. B. 11; H. L. (E.)

[affirm. C. A. and Div. Ct. H. L. [1895] A. C. 38

3. — Wages—Deductions.] The plffs. were employed in the defts.' collieries to cut large coal at wages which depended on the weight gotten. The coal was cut as large coal, but a considerable amount of small coal was produced in the conveyance of the coal to the pit's mouth and screening it. The coal raised was screened at the pit's mouth, and the defts. made deductions from the plffs.' wages in respect of the small coal found in it. The plffs. sued the defts. for the amounts so deducted:—Held, that the small coal was part of "the mineral contracted to be gotten" within s. 12, sub-s. 1, of the Coal Mines Regulation Act, 1887, and that the deductions were illegal, and the plffs. were therefore entitled to recover:—Held, also, that the sums allowed for the small coal were to be at the same rate as that paid for the large coal. BRACE v. ABERCARN COLLIERY CO. HUGGINS v. LONDON AND SOUTH WALES COLLIERY CO. - C. A. [1891] 2 Q. B. 699 affirm. Div. Ct. [1891] 1 Q. B. 496

4. — Wages—Illegal stipulations in contract—Other stipulations, whether valid.] A miner contracted with a colliery co. not to leave his employment without giving fourteen days' notice. The contract contained among other things a clause allowing deductions in respect of dirt sent up with the coal, and special regulations as to testing the amount of coal sent up which deprived the miner of payment for coal where the tub sent up contained over a certain proportion of dirt:—Held, (1) that the stipulation was contrary to s. 12 of the Coal Mines Regulation Act, 1887, because in certain events the miner would not get any wage for the amount of mineral gotten by him; (2) that the illegality of the stipulation as to the deductions did not vitiate the whole contract, nor prevent the co. from enforcing the other stipulations of the contract. KEARNEY v. WHITEHAVEN COLLIERY CO.

[C. A. [1893] 1 Q. B. 700

Gold Mines.

Royal mine—Rights of Crown—Gold mined with base metals.] The relaxation of the prerogative right of the Crown as to gold mines effected by 1 W. & M. c. 30, and 5 W. & M. c. 6, does not apply to a mine worked simply as a gold mine even where the gold is mingled with other minerals, and such a mine cannot be worked by a subject even on his own land without a Crown licence. Per North J.: The Crown cannot be called upon to exercise its right of pre-emption until the ore has been cleaned and ready for sale. ATTORNEY-GENERAL v. MORGAN [C. A. affirm. North J. [1891] 1 Q. B. 433

See CANADA—Provincial Law—Nova Scotia. 2.

Metalliferous Mines.

"Working shaft."] A shaft is a "working shaft" within the meaning of the Metalliferous Mines Act, 1872, so as to require guides, when it

MINES AND MINERALS — Metalliferous Mines
—continued.

is being used by workmen for the purposes of the mine, even though the minerals are not yet gotten. *FOSTER v. NORTH HENDRE MINING CO.*

[Div. Ct. [1891] 1 Q. B. 71

Working (Generally).

1. — *Compensation for not working—Prospective injury—Waterworks Clauses Act, 1847.* Although mines are "lands" within s. 6 of the Waterworks Clauses Act, 1847, the relations of mine-owners and waterworks undertakers are specially governed by ss. 18 to 27 of the Act, so that a mine-owner cannot claim against a waterworks undertaking compensation for prospective injury, which may be caused by his not being able at some future date to work his mine to its utmost. He must wait for compensation until the injury arises. *HOLLIDAY v. CORPORATION OF WAKEFIELD*

— *H. L. (E.)* [1891] A. C. 81
[affirm. C. A. 20 Q. B. D. 699]

2. — *Compensation for not working—Purchase by railway company of all subjacent strata except coal.* Where a rly. co. purchase under their statutory powers the underlying minerals as well as the surface of land, the rights which arise from the purchase as between co. and vendor are determined by the mining clauses ss. 77–85 of the Railways Clauses Act, 1845, and not on the common law; and their mutual rights are not altered by the fact that the co. has taken some of the underground strata as well as surface, and the landowner cannot recover compensation for ungotten coal until the time arrives for working the pits. *In re LORD GERARD AND THE LONDON AND NORTH WESTERN RAILWAY CO.*

[Div. Ct. [1894] 2 Q. B. 915;
[affirm. by C. A. [1895] 1 Q. B. 459]

3. — *Compensation for not working—Special Act—Special remedy.* A special Act consolidating the provisions of various Acts relative to canal navigation from the Trent to the Mersey, directed that questions relating to compensation for not working mines should be tried before a justice of assize and a special jury in the county where the question arose:—*Held*, that the Chancery Division had no jurisdiction to try the action. *HANLEY AND BUCKNALL COAL CO. v. NORTH STAFFORDSHIRE RAILWAY CO.*

[*Kekewich J.* [1891] W. N. 93

— on *Glebe*.

See ECCLESIASTICAL LAW—Glebe.

4. — *Licence to work minerals—Construction of deed.* In 1783, by a deed of exchange, lands were granted in fee to the pltf.'s predecessor in title with a reservation of coal and minerals. The minerals were not worked, but in 1865 the grantor's successors in title demised the coal under part of the land to A. In 1877 the then owner of the lands demised the coal under another part to the pltf., who did not then know of his rights under the deed of 1783. In an action to establish pltf.'s right to the minerals:—*Held*, that (1.) *Lord Mountjoy's Case* (Godb. 17; Anderson, 307) does not decide that a licence to dig coal cannot be exclusive, and although there is a *prima facie* presumption against such a licence

MINES AND MINERALS—Working (Generally)
—continued.

being exclusive, the intention to exclude the grantor need not appear by express words. (2.) That the reservation was not an exception of the minerals, but a grant of a right to work them, and was not exclusive, and that the grantor could himself work minerals so long as he did not disturb the grantee in any working in progress. *DUKE OF SUTHERLAND v. HEATHCOTE*

[*V. Williams J.* [1891] 3 Ch. 504;
[affirm. C. A. [1892] 1 Ch. 475]

— *Rents and royalties—Capital or income.*

See TENANT FOR LIFE—Apportionment.
10.

— *Reservation.*

See DEED—Construction. 2.

5. — *Right to support of surface—Canal—Special Act.* The special Act empowering the construction of a canal provided for compensation to landowners whose lands were used or damaged:—*Held*, that the Act impliedly gave a right of support for the canal to the same extent as if the lands had been actually taken, so as to prevent the landowners from working their subjacent mines. An injunction granted against working subjacent coal so as to let the canal down. *LONDON AND NORTH WESTERN RAILWAY CO. v. EVANS*

— *C. A.* [1893] 1 Ch. 16;
[*revers. Kekewich J.* [1892] 2 Ch. 432]

6. — *Right to support—Canal.* *Held*, on the construction of the Rochdale Canal Act, 1794, that an owner of mines adjacent to but not under the canal did not come within s. 39 and was under no statutory liability towards the canal co. in working his mines: consequently that if the working of such mines near the canal would not endanger or damage the further working of the mines, although it might cause some damage to the canal, the owner could not under s. 40 insist against the will of the co. upon minerals being left for the security and preservation of the canal and upon receiving satisfaction from the co. therefor, the co. being willing that the owner should work as he pleased, and preferring from time to time to bear the expense of the necessary repairs to the canal rather than compensate the owner for his unworked minerals.—*Quære*, as to the propriety of the terms imposed by the Court of Appeal. *CHAMBER COLLIERY CO. v. ROCHDALE CANAL CO.*

— *C. A.* [1894]
[2 Q. B. 632; affirm. by *H. L. (E.)*
[1895] A. C. 564]

7. — *Right to support of surface—Construction of deed.* A conveyance of mines with full powers of working does not entitle the mineral owner to let down the surface without making compensation, unless the right to do so is conferred upon him by express words or by necessary implication. *TWYERLOU v. CHAMBER COLLIERY CO.*

[*C. A.* [1892] W. N. 27]

8. — *Right to support—Highway—Subsidence caused by mining operations—Absence of appreciable damage.* A railway co. constructed a railway crossing a highway on the level. Subsequently a colliery co. worked mines beneath the highway, so that a gradual subsidence of ten feet took place. No actual damage was done to the

MINES AND MINERALS—Working (Generally) —continued.

highway, but the railway by keeping their line on its old level formed an embankment obstructing the highway:—*Held*, by Div. Ct., that the colliery co. was not liable in damages for the obstruction to the highway:—*Held*, also, *per* Collins J., that, assuming that the highway was vested in a sanitary authority, the subsidence having been substantial, the authority, notwithstanding that they had suffered no appreciable damage, were entitled to judgment with nominal damages for the injury to their proprietary right. *ATTORNEY-GENERAL v. CONDUIT COLLIERY CO.*

[Div. Ct. [1895] 1 Q. B. 301

9. — *Right to support of surface—Inclosure Act—Manorial rights—Allotments—33 Geo. 2, c. 12.* A common had been allotted under an inclosure Act, which provided that the lord of the manor should enjoy all mines without making any satisfaction. The Act further provided for the payment of compensation to persons injured by mining by the other holders of allotments in the same township. The lessees of the lord worked mines, and caused the surface to subside:—*Held*, that the lessees were entitled so to work the mines as to let down the surface, and that the compensation clauses must be treated as indicating the measure of compensation provided by the legislature. *THOMPSON v. MEIN*

[*Kekewich J.* [1893] W. N. 202

10. — *Right to support of surface—Inclosure Acts.* The general canons of construction of inclosure Acts as to the mutual rights of mine and surface owners are as follows: (1.) Where the ownerships are severed, *prima facie* the surface owner has a right to support for his tenement, and this is strengthened by the absence of a compensation clause. (2.) The onus of rebutting this presumption lies on the mine owner, and a limited compensation clause is not sufficient to effect this rebuttal. *BELL v. EARL OF DUDLEY*

[*Chitty J.* [1895] 1 Ch. 182

Where great damage was expressly mentioned in and contemplated by an inclosure Act, and provision for relief provided, an injunction to restrain working was refused. *Ibid.*

11. — *Right to support—Railway company—Compensation for minerals unworked—Arbitration.* The provisions of the Lands Clauses Act relating to the assessment of compensation apply to compensation under s. 78 of the Railways Clauses Act, 1845.

The owners of mines under a railway gave notice of intention to work them. The railway required a certain amount of support to be left. Arbitrators were appointed to settle the amount of compensation in respect of minerals to be left unworked, and in respect of the interruption in the continuous working and restrictions on working in the interests of the railway:—*Held*, that the owners' claim was made under s. 78 of the Railways Clauses Act, and therefore the provisions of the Lands Clauses Act as to the assessment of compensation applied, and therefore the railway was bound and could be compelled by mandamus to take up the award. *REG. v. LONDON AND NORTH WESTERN RAILWAY CO.*

[Div. Ct. [1894] 2 Q. B. 512

MINES AND MINERALS—Working (Generally) —continued.

12. — *Right to support—Railway company—Open workings—Clay.* The plffs. sold land to the defts., reserving the minerals. They subsequently gave the defts. notice of their intention to work the minerals, but the defts. did not purchase them:—*Held*, that the plffs. were entitled under s. 79 of the Railways Clauses Act, 1845, to enter the lands sold, and to work their minerals, clay, in the ordinary manner, i.e., by open workings, and for this purpose to enter upon the lands conveyed by him to the co. and to remove the ballast rails and surface soil lying over the clay. *RUABON BRICK AND TERRA COTTA CO. v. GREAT WESTERN RAILWAY CO. C. A. affirm. Kekewich J.* [1893] 1 Ch. 427

13. — *Right to support—Railway company—Subjacent and adjacent support—Subsidence.* A tramway was originally authorized by an Act of 1825, which excepted mines which might be worked so as not to injure the co.'s tram-road authorized by that Act. In 1830 the surface lands were conveyed to the co. By a special Act of 1855 the Railway Clauses Act, 1845, was incorporated, and provision was made for altering the line so as to be suitable to locomotive engines; acts previously done, and all rights and liabilities consequent thereon, were saved. In 1892 the owners of the minerals gave notice under s. 78 of the Railways Clauses Act, 1845, of intention to work them:—*Held*, (1.) that the conveyance gave the rlwy. co. a right of support without compensation which had not been lost by the change of the tramway into a rlwy., nor by the special Act of 1855. *GREAT WESTERN RAILWAY v. CEFN CRIBBWR BRICK CO.*

[*Kekewich J.* [1894] 2 Ch. 157

14. — *River—Pollution of by mine water.* A mine owner is not entitled as against lower riparian owners to utilize a natural stream flowing on the surface of his land for the discharge of the water which is pumped out of his mine (1) to increase largely the volume of the stream so as (2) pollute the stream, or *semble* (3) so to alter the quality or character of the water of the stream as to render it materially less serviceable for the uses of the lower owners. *JOHN YOUNG & CO. v. BANKIE DISTILLERY*

[*H. L. (S.)* [1893] A. C. 691

— *Sale to railway—Proceeds capital or income.*

See TENANT FOR LIFE—Apportionment.
5.

15. — *Wrongful taking of minerals—Form of action—Interest on compensation.* A claim was made in 1891 to add interest to damages certified in an action brought in 1871 for minerals wrongfully taken:—*Held*, that, although interest at 4 per cent. might have been granted at the trial, it was too late to grant it after twenty years:—*Held*, also, that the action was an equitable action for an account of profits made out of a trespass, and not an action for money had or received, or one for trover or trespass *de bonis asportatis*, within 3 & 4 Will. 4, c. 82, s. 29, so that damages could not be given in the nature of interest. *PHILLIPS v. HOMFRAY*

[*C. A.* [1892] 1 Ch. 465 *affirm. Stirling J.*

[44 Ch. D. 694

MINORITY.

- of Debenture-holders.
See COMPANY—DEBENTURE. 25—26.
- of Owners of ship.
See SHIP—SALE.
- of Shareholders.
See COMPANY—WINDING-UP—VOLUNTARY. 1.

MISAPPROPRIATION.

- by Executor.
See EXECUTOR—LIABILITIES. 3.

MISCONDUCT.

- of Arbitrators.
See ARBITRATION—ARBITRATORS. 5, 6, 7.
- of Mortgagor.
See MORTGAGE—PRIORITY. 2.
- of Salvors.
See SHIP—WRECK AND SALVAGE. 10.
- of Solicitor.
See SOLICITOR—MISCONDUCT.

MISDEMEANOUR.

See CRIMINAL LAW, *passim*.

MISDESCRIPTION.

See WILL—LEGACY. 11.

MISFEASANCE.

- of Directors and officers.
See COMPANY—WINDING-UP—PROCEEDINGS, &c.
- of Railway servant.
See RAILWAY—NEGLIGENCE. 3; RAILWAY—PASSENGER. 6 (B).

MISJOINDER.

See PRACTICE—PARTIES—Misjoinder.

MISREPRESENTATION.

- Company.
See COMPANY—MISREPRESENTATION.
- Conveyance obtained by fraud.
See ESTOPPEL—In Pais. 2.
- Profits of property sold.
See SCOTTISH LAW—Contract. 2.
- by Trustee.
See ESTOPPEL—In Pais. 2.

MISSING WORD COMPETITION.

See LOTTERY. 1.

MISTAKE.

- in Act confirming agreement.
See JAMAICA—Law of Jamaica. 4.
- in Award under Inclosure Act.
See INCLOSURE. 1.
- 1. — *Consent order—Mutual mistake.* The Court has jurisdiction to set aside a consent order where it has been completed and acted on without affecting the interests of third parties where the order was obtained by mutual mistake. *HUDDESFIELD BANKING CO. v. HENRY LISTER & SON, LD.* - - C. A. affirm. *V. Williams J.* [1895] 2 Ch. 273
- of Counsel.
See COMPROMISE.
- in Demand note for arrears of poor-rate.
See RATES—Recovery. 5.
- 2. — *Money paid under compulsion of law—Summons—Withdrawal.* The rule that money paid under compulsion of legal process cannot be

MISTAKE—continued.

- recovered back applies, although the process never terminated in a final order or judgment, and although it may have been withdrawn before action brought for the recovery back, and although the payment was made under a mistake of fact. The defts. summoned the plfff. to recover his proportion of paying expenses assessed on him in respect of premises alleged to abut on a certain street. The plfff., before the hearing, paid the money under the mistaken belief that his premises abutted on the street in question, and the summons was withdrawn. On discovery of his error he sued to recover the sum paid as money paid under a mistake of fact :—*Held*, that the plfff. could not recover. *MOORE v. FULHAM (VESTRY)* - - Div. Ct. [1895] 1 Q. B. 399
- *Omission to ask landlord's consent to assign.*
See LANDLORD AND TENANT—Lease. 32
- in Statute.
See STATUTES (INTERPRETATION)—Generally. 9, 10.
- in Telegraphic instructions.
See SHIP—BILL OF LADING, &c.—Warranty. 1.
- in Will.
See PROBATE—GRANT OF PROBATE 21—24.
WILL—MISTAKE.

MOLESTATION.

See DIVORCE—SEPARATION—Separation Deed. 2.

MONACO.

See EXTRADITION.

MONEY HAD AND RECEIVED.

See PRINCIPAL AND AGENT—Liability of Principal. 1.

"MONEY PAID TO AVOID SALE."

See BANKRUPTCY—ASSETS. 8.

MONOPOLY.

- to use of Street.
See CANADA—LAW OF CANADA—Provincial Law—Manitoba. 2.

MONTENEGRO.

- International copyright.
See COPYRIGHT—International.

MORALITY.

- Offences against.
See CRIMINAL LAW—OFFENCES AGAINST MORALITY.
ECCLESIASTICAL LAW—Offences by Clergymen.

MOROCCO.

See FOREIGN JURISDICTION.

MORTGAGE.

- Apportionment*, col. 501.
- Attornment Clause*, col. 501.
- Consolidation*, col. 501.
- Costs and Charges*, col. 502.
- Equitable Mortgage*, col. 503.
- Fixtures*, col. 504.
- Foreclosure*, col. 504.
- Interest*, col. 509.
- Liability of Mortgagee*, col. 509.
- Priority*, col. 510.

MORTGAGE—continued.*Redemption*, col. 511.*Rights of Mortgagee*, col. 513.*Sale*, col. 513.*Shares*, col. 514.*Statutes of Limitation*, col. 515.*Validity*, col. 516.**MORTGAGE—ACCOUNTS.**

—Moiety of patent mortgaged to owner of other moiety.

See **PATENT—Ownership.****MORTGAGE—APPORTIONMENT.**

Mortgage of share in moiety—Covenant for further assurance.] A person absolutely entitled to a moiety of an estate and contingently to the other moiety, mortgaged both moieties, and subsequently sold his contingent moiety for value. The conveyance did not mention the mortgage, but contained a covenant for further assurance. In a partition action, *held*, that the absolute moiety must bear the mortgage debt, as the effect of the covenant for further assurance was to enable the covenantee to call on the covenantor to pay off the mortgage. *In re JONES, FAREINGTON v. FORRESTER* - - North J. [1893] 2 Ch. 461

MORTGAGE—ATTORNMEN'T CLAUSE.

1. — *Death of mortgagor—Occupation and payment of rent by heir.*] A mortgage contained the usual attornment clause; the mortgagor attorned tenant to the mortgagees, and during his life paid the interest on the mortgage; he died intestate, and his heir at law entered into possession and for a time continued to pay the interest. The mortgagees subsequently distrained for arrears of interest:—*Held*, that the original tenancy was determined by the death of the mortgagor, and no new tenancy was created between the mortgagees and the heir by the mere payment of interest. *SCOBIE v. COLLINS* - V. Williams J. [1895] 1 Q. B. 375

And see **BILL OF SALE—INSTRUMENT. 2.**

2. — *Lease.*] A mortgagor in possession leased to A., the lease being made pursuant to s. 18 of the Conveyancing Act, 1881, and the mortgagees not being parties:—*Held*, that A.'s lease was binding on the mortgagees. *WILSON v. QUEEN'S CLUB* - Romer J. [1891] 3 Ch. 523

3. — *Lease—Notice to pay rent.*] A mortgagor let the mortgaged premises subsequently to the mortgage:—*Held*, that the mere fact of the tenant remaining in possession after notice to pay rent to the mortgagees was not evidence of an agreement that he should become tenant to the mortgagee. *TOWERN v. JACKSON*

[C. A. affirm. Div. Ct. [1891] 2 Q. B. 484]

MORTGAGE—BUILDING SOCIETY.See **BUILDING SOCIETY—Mortgage.****MORTGAGE—CONSOLIDATION.**

1. — *Assignment of one equity of redemption before union of both mortgages in one person.*] Where two first mortgages on different properties by the same mortgagor to different mortgagees become united for the first time in one person after the mortgagor has (by way either of sale or mortgage) assigned the equity of redemption to one of the properties, the two first mortgages

MORTGAGE—CONSOLIDATION—continued.

cannot be consolidated as against the assignee of that equity of redemption, although both mortgages were created before the assignment, and not the less so when the equity comes into the hands of pious incumbrancers of both properties. *MINTER v. CARR* - C. A. [1894] 3 Ch. 498

[affirm. Romer J. [1894] 2 Ch. 321]

2. — *Assignment by one deed of all equities of redemption to one person after union of both mortgages in one transferee—Mortgages by one owner to different persons.*] Where the owner of two properties mortgages one to A. and the other to B., and A.'s mortgage is transferred to B., or both are transferred to C., the right to consolidate exists against the mortgagor, and this right is as a rule enforceable not only against the original mortgagor, but also against his assignee of the equity of redemption. *PLEDGE v. CARR*

[C. A. [1895] 1 Ch. 51 affirm. Romer J.]

[1894] 2 Ch. 328]

— *Surety—Discharge.*See **PRINCIPAL AND SURETY—Discharge.**

4.

MORTGAGE—COSTS AND CHARGES.

Scale fee.

1. — *"Completed mortgage."*] The scale charge in Pt. I. of Sch. I. of the General Order of 1882 does not apply to a covering deed executed by a company to trustees for securing debentures which by the non-issue of debentures may never have come into actual operation, as being a "completed mortgage." *In re BIRCHAM*

[C. A. revers. Kekewich J. [1895] 2 Ch. 786]

2. — *"Deducing" title—Mortgage of leaseholds.*] Mere production of a deed is not deduction of a title.—A solicitor acting for a mortgagor of leaseholds who only produces the leases cannot be said to "deduce" title under Sch. I., Pt. I., of the General Order of 1882, and is not entitled to the scale fee. *WELBY v. STILL* (No. 1)

[Kekewich J. [1894] 3 Ch. 641]

3. — *Investigation of title—New mortgage or further charge.*] A tenant for life owed, *inter alia*, £192,000 to an insurance co. By a private Act the trustees were empowered to raise moneys to pay the debts of the tenant for life. They borrowed £232,000 of the co. The co. retained enough to pay their debt, and handed the balance to the trustees:—*Held*, that the solicitors were entitled to regard the transaction as a new mortgage of £232,000 requiring a fresh investigation of title, and not as a further charge within r. 10 of Sch. I., Pt. I., of the General Order of 1882, of £40,000 on an old mortgage, the title to which had already been investigated, and were entitled to the scale fee on a mortgage for £232,000. *EARL OF AYLESFORD v. EARL POULETT*

[C. A. revers. North J. [1891] 2 Ch. 248]

4. — *Profit costs—Retrospectivity.*] Though the law as to costs of solicitor-mortgagees has been altered by the Mortgagees' Legal Costs Act, 1895, s. 3, and though that s. is retrospective, it does not affect judgments of the Court, which were right at the time they were given. *EYRE v. WYNN-MACKENZIE* (No. 2)

[C. A. [1895] W. N. 161]

MORTGAGE—COSTS AND CHARGES—continued.**Solicitor Mortgagee.**

By the Mortgagees' Legal Costs Act, 1895 (58 & 59 Vict. c. 25), the law as to the costs of solicitor mortgagees was amended.

1. — *Profit costs.*] A solicitor mortgagee is not entitled to profit costs whether the business is undertaken by the solicitor on behalf of himself solely or on behalf of himself jointly with some one else. *In re DOODY. FISHER v. DOODY. HIBBERT v. LLOYD* - *Stirling J. affirm. by C. A.* [1893] 1 Ch. 129

But his partners, if any, are entitled to a share of such profit costs proportionate to their interest in the partnership.

(A) *In re DOODY. FISHER v. DOODY*

[*Stirling J. [1893] 1 Ch. 129*

[This point did not come before the C. A.]

(B) *WELBY v. STILL* -

- *Kekewich J.*

[1893] W. N. 91

2. — *Profit costs—Partnership.*] (A) A solicitor mortgagee was a member of a firm of solicitors which sent in to the mortgagor a bill of costs relating to the mortgaged property:—*Held*, that he was not precluded from shewing that by arrangement between himself and his partners he was not entitled to any share of the profit costs. *In re ROLLIT & SONS*

[*Kekewich J. [1893] W. N. 195*

(B) A solicitor mortgagee cannot, in the absence of express agreement, charge the mortgagor with any profit costs, either in respect of work done in connection with the mortgaged estate as solicitor to the mortgagor, or of collecting, &c., the income for the mortgagor where the mortgage is of a life interest; but *semble*, a partner of the solicitor mortgagee may receive remuneration for his trouble. A covenant in a mortgage of a life estate to a solicitor mortgagee for payment "of every other sum of money which may hereafter be advanced or paid by the mortgagee to or on account of or become owing to the mortgagee by the mortgagor," does not include profit costs either as solicitor to the mortgagor or as his agent for collecting, &c., the income. For such a covenant is as to profit costs void as clogging the equity of redemption. The Court will allow the mortgagor to surcharge and falsify settled accounts so far as regards such costs, unless the mortgagee can prove that the mortgagor was fully acquainted with his legal rights as to such costs. *EYRE v. WYNN-MACKENZIE* *Kekewich J.*

[1894] 1 Ch. 218

3. — *Profit costs—Redemption.*] A solicitor mortgagee who defends a redemption action for himself is entitled to costs out of pocket, but not to remuneration for personal trouble. The objection to allowance of profit costs in such a case need not be taken at the hearing, but may be taken before the taxing master after judgment in the redemption action embodying the common order to tax. *STONE v. LICKORISH*

[*Stirling J. [1891] 2 Ch. 363*

MORTGAGE—EQUITABLE MORTGAGE.

Notice—Interest in lieu of notice.] An equitable mortgagee by deposit of title-deeds of land, accompanied by a memorandum of deposit, is not

MORTGAGE—EQUITABLE MORTGAGE—contd.

entitled to six months' notice before he is bound to accept a tender of the amount due, nor to six months' interest in lieu of notice, the inference from the form which the transaction takes being that the loan is merely temporary. *FITZGERALD'S TRUSTEE v. MELLERSH (No. 2)*

[*Chitty J. [1892] 1 Ch. 385*

MORTGAGE—EXTINGUISHMENT.

See MORTGAGE—STATUTE OF LIMITATIONS. 1.

MORTGAGE—FIXTURES.

1. — *Contract for erection of trade machinery to be paid for by instalments.*] A co., lessees of a colliery, mortgaged it together with all machinery then standing or thereafter to be erected, and subsequently entered into a contract for the erection of machinery to be paid for by instalments, such machinery to remain the property of the vendors until fully paid for. On the failure of the mortgagor to pay the instalments the vendors were held entitled to remove their machine notwithstanding proceedings by the mortgagees to enforce their security. *CUMBERLAND UNION BANKING CO. v. MARYPORT HEMATITE IRON AND STEEL CO. (No. 2)* *In re MARYPORT HEMATITE IRON AND STEEL CO.*

[*North J. [1892] 1 Ch. 415*

See No. 3, below.

2. — *Mortgage of land together with fixed machinery—Non-registration—Invalidity.*] A millwright conveyed to a bank, by way of mortgage, to secure advances by them, certain lands, "together with all and singular the fixed and moveable plant, machinery and fixtures, &c., now or hereafter fixed to or placed upon or used in or about the said hereditaments." The deed, which was not registered as a bill of sale, contained a covenant by the mortgagor to keep "the said plant, machinery and fixtures," &c., in good repair and insured against fire. There was upon the mortgaged premises fixed machinery which was trade machinery within the Bills of Sale Act, 1878:—*Held*, that the deed was void as an unregistered bill of sale with respect to the machinery, and that the mortgagees could not sell it either together with or without the lands mortgaged. *SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND* - *Stirling J. [1894] 1 Ch. 686*

3. — *Rights of mortgagee against owner of trade fixtures.*] By leaving a mortgagor in possession the mortgagee impliedly authorizes him to carry on his business, and to hire and bring in such fixtures as are necessary for his trade, and to agree with the owners as to their removal, and cannot claim to include in his security trade fixtures set up or removed under such agreements. *GOUGH v. WOOD* - *C. A. [1894] 1 Q. B. 713*

MORTGAGE—FORECLOSURE.

1. — *Action for interest.*] (A) If a mortgagee in a foreclosure action obtains a personal order for payment of the principal with interest down to the date of the certificate, a second action to recover arrears of interest is unnecessary. *EARL POULETT v. VISCOUNT HILL*

[*C. A. [1893] 1 Ch. 277*

(B) Where a mortgagee appointed a receiver, who received rents, and afterwards the mortgagee

MORTGAGE—FORECLOSURE—continued.

brought an action specially indorsing the writ with a claim for the mortgage debt and interest, and applied for judgment under Order xiv. :—

Held, that the mere fact of a receiver having been appointed did not prevent the application of Order xiv., but, as there appeared to be a question as to what on the true state of the account as between the mortgagor and mortgagee was due to the latter, leave to defend must be granted. *LYNDE v. WAITMAN*

[C. A. [1895] 2 Q. B. 180

2. — *Default of appearance—Filing order for revivor.*] Order LXVII., r. 4, applies to an order of revivor, and therefore, where the debt. has entered no appearance, it is sufficient to file the order without serving it on the debts. *JACKSON v. KILHAM* - *Kekewich J.* [1891] W. N. 171

3. — *Disregard of foreclosure order—Notice of motion to attach.*] In a foreclosure action the order absolute, as drawn up by the registrar, did not name any time within which possession was to be given, and consequently the memorandum required by Order XL., r. 5, was not indorsed thereon. After possession had been obtained under a writ of possession, the debt. retook possession :—*Held*, that a writ of attachment was the proper remedy and could issue notwithstanding the absence of an indorsed order. *In re HIGG'S MORTGAGE. GODDARD v. HIGG* - *Kekewich J.* [1894] W. N. 73

4. — *Judgment, form of—Receiver.*] (A) Form of judgment *nisi* for foreclosure and appointment of a receiver with a direction to take in moneys coming into the hands of the receiver before foreclosure absolute, so as to prevent the necessity of opening the foreclosure. *BARBER v. JECKELLS*

[*Kekewich J.* [1893] W. N. 91

(B) On motion for judgment in default of appearance in a foreclosure action, in the absence of special circumstances, the Court will not insert in the foreclosure judgment a direction that any person redeeming the premises may, or the plff. in the event of foreclosure absolute may, apply to have moneys in the hands of receiver transferred to him. *CHESTON v. WELLS*

[*North J.* [1893] 2 Ch. 151

(C) In a foreclosure action a receiver had been appointed, and the plff. submitted to be charged with a sum certain in the hands of the receiver. The minutes of the proposed judgment were in the form in *Barber v. Jeckells* ([1893] W. N. 91; *Seton on Judgments*, vol. iii., p. 2142, add. to p. 1577), but concluded (as the form in *Seton*, vol. ii., p. 1577, No. 4) with the words "Liberty to the debt. redeeming or to the plff. in the event of foreclosure to apply at chambers for payment of any money paid into Court by the receiver or in his hands." The Court approved of the following words being substituted, "Liberty to any party to apply at chambers for payment of any money paid into Court by the receiver or in his hands." *LUSK v. SEBRIGHT* - *Kekewich J.* [1894] W. N. 134

5. — *Mortgage of book debts—Foreclosure action—Receiver—Injunction—*Lis pendens*.*] The doctrine of *lis pendens* is confined to realty and

MORTGAGE—FORECLOSURE—continued.

leaseholds, and does not include goods and chattels.

B. mortgaged book debts to W., who gave no notice to the debtors. W. commenced an action for foreclosure which was registered as a *lis pendens*, and obtained an order for a receiver and an injunction restraining B. from dealing with them. The receiver gave no notice to the debtors. Subsequently B. assigned the book debts to the L. Co., who gave notice to the debtors. The L. Co. had no notice of the action or of the order for an injunction and receiver, unless the registration of the *lis pendens* amounted to constructive notice :—*Held*, that the doctrine of *lis pendens* did not apply, and that the L. Co. had priority. *WIGRAM v. BUCKLEY* - *C. A. revers. Chitty J.*

[1894] 3 Ch. 483

6. — *Non-payment—Affidavit of.*] Foreclosure absolute granted on production to the registrar of affidavits by an agent of one plff. and by the other plff. who was travelling abroad that no payment had been made in respect of the mortgage debt. The debt. did not appear. *DOCKSEY v. ELSE* - *North J.* [1891] W. N. 66

7. — *Originating summons—Bankruptcy of mortgagor—Transfer to Queen's Bench Division.*] A trustee in bankruptcy had been added as co-debt. in a foreclosure action commenced by originating summons. He applied that the action should be transferred to the Q. B. Div. to be tried by the judge in bankruptcy. The only question at issue was the validity of the mortgage, which was alleged to have been obtained by pressure and undue influence :—*Held*, that as the trustee had no higher and better title than the bankrupt the Court would not interfere. *In re CHAMPAGNE. Ex parte KEMP V. Williams J.* [1893] W. N. 153

8. — *Parties.*] (A) In a foreclosure action by first mortgagee against puisne mortgagees and the trustees and exors. of the will of the deceased mortgagor :—*Held*, that the estate was sufficiently represented by the trustees and exors. and the decree could be made, although the other debts. did not appear. *In re MITCHELL. WAVELL v. MITCHELL* - *Kekewich J.* [1892] W. N. 11

(B) A man cannot be both plff. and debt. in an action. Amendment of writ and pleadings ordered in a foreclosure action by first mortgagee to which he was also made a co-debt. *WAVELL v. MITCHELL* - *Kekewich J.* [1891] W. N. 86

(C) On a summons by vendors of real estate who claimed title under a foreclosure decree, *held*, that an executor fully represented all the beneficiaries under a will, and that it was unnecessary to join infant beneficiaries as co-debts. with such exors. to the foreclosure action in which the decree was made. *In re BOOTH AND KETTLEWELL'S CONTRACT* - *North J.* [1892] W. N. 166

9. — *Parties—Legal personal representative.*] A number of debenture-holders whose debentures gave them a charge on the property subject to the plff.'s mortgage were parties to a foreclosure action. One of these parties died : by his will he left his wife executrix ; she had not proved, and was herself a party in respect of debentures in her own right :—*Held*, that she should be appointed representative of the deceased

MORTGAGE—FORECLOSURE—continued.

for the purposes of the action, until some other legal personal representative of the deceased was duly appointed. *SCOTT v. STREATHAM AND GENERAL ESTATES CO., LD.* - *Romer J.* [1891] W. N. 153

10. — *Possession—Ex parte order.* Where in the summons, by which an action for foreclosure is commenced, possession is not claimed, an order for delivery of possession should not be made *ex parte*, but order made subject to production to registrar of affidavit of service of notice of motion. *LE BAS v. GRANT* - *North J.* [1895] W. N. 28

11. — *Possession—Transfer of Consols—Charging order on stock.* Acting by analogy to cases where delivery of possession of real estate had been ordered with the order for foreclosure absolute, though the order *nisi* did not provide for such delivery, and there had been no claim for delivery, the Court ordered a transfer of Consols, although the transfer had not been claimed or provided for by the order *nisi*. *RICKETTS v. RICKETTS* - *North J.* [1891] W. N. 29

12. — *Possession, Writ of—Description of Property.* For greater convenience of identification, in case a writ of possession may be necessary, orders *nisi* for delivery of possession should, after the words "the said mortgaged hereditaments," contain a description of the property contained in the mortgage deed. If the description be not in the order *nisi*, it should be added to the order absolute if it proceed to order delivery of possession. *THYNNE v. SARL* [North J. [1891] 2 Ch. 79

13. — *Power of attorney—Foreclosure absolute.* An order absolute for foreclosure can be drawn up although the solicitor who attends at the appointed time for payment has no power of attorney. *KING v. HOUGH* [North J. [1895] W. N. 60

14. — *Receipt of rents after day fixed for redemption—Form of affidavit.* Where a mortgagee receives rents after default is made in payment of the principal and interest on the day fixed for redemption, but before the affidavit of such default is sworn, an order for final foreclosure will nevertheless be granted without any further account. Form of affidavit in support of an application for foreclosure absolute discussed. *NATIONAL PERMANENT MUTUAL BENEFIT BUILDING SOCIETY v. RAPER* Chitty J. [1892] 1 Ch. 54

15. — *Receiver.* Where the mortgagor was in occupation a receiver was appointed and delivery to him ordered. *EDGELL v. WILSON* [North J. [1893] W. N. 145

16. — *Receiver account and discharge—Receipt of rents by receiver.* Where a receiver had received rents of mortgaged property, between the date of the certificate under a foreclosure judgment and the day fixed for redemption, and after that date, but the amount of such rents was stated not to be sufficient to cover the receiver's out-of-pocket expenses and remuneration, so that nothing available for redemption had in fact been received; the Court, in order to save expense and further delay, upon the submission of the plaintiff to have his order for foreclosure absolute discharged

MORTGAGE—FORECLOSURE—continued.

if the Court should thereafter so direct, in consequence of its appearing that there were any surplus moneys, allowed the receiver's account to be taken at once, leaving the question of his discharge to stand over until after such account. *ELLENOR v. UGLE* Chitty J. [1895] W. N. 161 (8)

17. — *Receiver—Appointment—Ex parte application—Service.* Plaintiff, who had taken out an originating summons for a foreclosure, applied *ex parte* for leave to serve with the summons short notice of motion for the appointment of a receiver. Leave granted subject to any objection which might be taken by defendant. *ROBSON v. HORNER* - *Stirling J.* [1893] W. N. 100

18. — *Receiver and manager—Mortgage of colliery.* A colliery co. mortgaged to a bank by way of sub-demise all the lands, beds of coal, and premises, of which they were lessees, and also all buildings, motive power, machinery, &c., except such as were personal chattels within the Bills of Sale Act:—*Held*, that the mortgage included not only the mines but the right to work them, and that the bank was entitled to have a receiver and manager appointed. *COUNTY OF GLOUCESTER BANK v. RUDRY MERTHYR COLLIERY CO.* - *C. A. revers.* North J. [1895] 1 Ch. 629

— *Receiver and manager of colliery—Apportionment of moneys received by receiver.*

See TENANT FOR LIFE—Apportionment.

11.

19. — *Receiver and manager—Mortgage of hotel by the hotel-keeper.* Where a mortgage of premises does not in express terms or by necessary implication include the business there carried on, a receiver appointed at the instance of the mortgagee cannot be directed to manage the business. On the construction of a mortgage of an hotel:—*Held*, that the security did not include the business or goodwill, and that the Court could not appoint a manager of the hotel. *WHITLEY v. CHALLIS* - *C. A.* [1892] 1 Ch. 64

20. — *Redemption—Several defendants—Form of judgment.* On a motion for judgment for foreclosure plaintiff were mortgagees by demise, and certain of the defendants debenture-holders claiming a charge. The Court directed the following form of judgment, fixing one time for all the defendants to redeem, and "in the event of such redemption the defendants or defendant making the same are or is to be at liberty to apply as they or he may be advised for the addition to this judgment of any further accounts and directions consequential thereon which, by reason of such redemption, the Court may think just," proceeding as in Seton, vol. ii. p. 1628, but supplying "not" there accidentally omitted as to giving notice to plaintiff. *BIDDULPH v. BILLITER STREET OFFICES CO.* [North J. [1895] W. N. 96

21. — *Re-opening foreclosures.* Where the value of the mortgaged property, a policy of insurance, had increased by the death of person insured after the last day appointed for payment, but before foreclosure absolute, the Court ordered the foreclosure to be re-opened with subsequent accounts and a fresh period for redemption. *BEATON v. BOULTON* Stirling J. [1891] W. N. 30

22. — *Representative of deceased Mortgagor.*

MORTGAGE—FORECLOSURE—continued.

After order *nisi* for foreclosure and certificate, the mortgagor died insolvent and without representatives. An order was obtained appointing the mortgagor's brother his representative for the action, and an application was made for foreclosure absolute:—*Held*, that in the absence of a properly constituted representative of the estate of the deceased the order must be refused. *AYLWARD v. LEWIS* - North J. [1891] 2 Ch. 81

23. — *Salvage expenditure—Debentures subject to prior mortgages.* An application was made by a receiver and manager of a co., appointed in a debenture-holders' action, for leave to raise a sum of money with a view to prevent a depreciation in the mortgaged property:—*Held*, that the application must be refused on the ground that there was no evidence that, after the expenditure, the property could be sold at a price sufficient to satisfy even the prior mortgages. Grounds on which the Court will authorize salvage expenditure considered. *SECURITIES PROPERTIES INVESTMENT Co. v. BRIGHTON ALHAMBRA, LIMITED*

[Kekewich J. [1893] W. N. 15

MORTGAGE—INTEREST.

— *Action for.*

See **MORTGAGE—FORECLOSURE. 1.**

1. — *Arrears—Transfer of mortgage—Assignment of equity of redemption.* A mortgagor to two mortgagees assigned his equity of redemption, and the estate of the two mortgagees was transferred so as to vest in one alone. The assignee of the equity continued to pay interest on the mortgage, and when sued for arrears suffered judgment by default, and was subsequently adjudged bankrupt. The transferee of the mortgage claimed to prove against his estate for further arrears of interest:—*Held*, that the proof could not be allowed since there was no priority of contract between the assignee of the equity and the transferee of the mortgage, and no personal liability on the part of the assignee to pay interest. *In re ERRINGTON. Ex parte MASON* - Div. Ct. [1894] 1 Q. B. 11

2. — *Right to six months' interest in lieu of notice.]*

(A) *Legal mortgage.* It is a settled rule that after default in payment of the mortgage money in accordance with the terms of a deed, the mortgagor must give the mortgagee six calendar months' notice of his intention to pay him off, or must pay him six months' interest. If the mortgagee has demanded payment or taken steps to compel payment no notice is required, but there is no other exception to the above rule founded on the nature of the mortgaged property. *SMITH v. SMITH* - Romer J. [1891] 3 Ch. 550

(B) *Equitable mortgage by deposit.* The rule above stated does not apply to an equitable mortgage by deposit of title-deeds. *FITZGERALD'S TRUSTEE v. MELLERER* (No. 2) - Chitty J. [1892] 1 Ch. 385

MORTGAGE—LANDLORD AND TENANT.

See **LANDLORD AND TENANT—MORTGAGE.**

MORTGAGE—LIABILITY OF MORTGAGEE.

Misrepresentation by solicitor. Where a solicitor falsely represented to a mortgagee that

MORTGAGE—LIABILITY OF MORTGAGEE—continued.

the mortgagees required collateral security and obtained from the mortgagor without their knowledge securities to bearer which he misappropriated:—*Held*, that he was not the agent of the mortgagees in the transaction, and that they were not liable for the securities. *RHODES v. MOULES* - C. A. affirm. *Kekewich J.* [1895] 1 Ch. 236

MORTGAGE—LIABILITY OF MORTGAGOR'S AGENT.

See **PRINCIPAL AND AGENT—LIABILITY OF AGENT. 1.**

MORTGAGE—PATENT.

See **PATENT—Co-ownership.**

MORTGAGE—PRIORITY.

1. — *Laches.* Book debts were assigned by way of mortgage. The mortgagee gave no notice of assignment to the debtors, but subsequently brought an action to enforce the mortgage, which he registered as a *lis pendens*. The mortgagors then assigned the book debts to a bank which gave notice to the debtors:—*Held* (1) that the bank was not affected by notice of the *lis pendens*; (2) that even if it had been the mortgagees had lost priority by their *laches*. *WIGRAM v. BUCKLEY* [C. A. revers. Chitty J. [1894] 3 Ch. 483

2. — *Misconduct of mortgagor.* A mortgagor, under pretence of obtaining money to pay off mortgages, obtained the deeds from B., one of the exors. of the mortgagee, who was tenant for life under the mortgagee's will. The mortgagor sent back a parcel purporting to contain the deeds, but which, as appeared on the death of B., did not contain certain title deeds, which the mortgagor subsequently pledged to a bank, executing as regards the property in one deed a legal assignment:—*Held*, that the surviving exor., who was also reversioner, was entitled to priority over the bank and to delivery up of the title deeds. *In re INGHAM. JONES v. INGHAM* - Stirling J. [1893] 1 Ch. 352

— *Mortgage on ship.*

See **SHIP—MORTGAGE. 1.**

3. — *Negligence.* The plff. obtained a loan from A. on the security of railway stock. He afterwards directed his broker to obtain a loan from the broker's bank to pay off the first loan, and the stock was transferred by A. to the bank for a nominal consideration. The bank only lent to their customers, and believed that the loan was made to the broker. The broker afterwards paid off the loan, sold the stock, and misappropriated the proceeds:—*Held*, that the bank was not liable. *MARSHALL v. NATIONAL PROVINCIAL BANK OF ENGLAND* - Kekewich J. [1892] W. N. 34

4. — *Negligence—Getting in legal estate.* A., having purchased an estate, granted two mortgages of the same—(1) to the plffs. by forged deeds, and (2) to the deft. by true deeds. A. absconded, and the deft. discovered the forgery, and also that the legal estate was not in A., as A. believed, but was then and at the time when A. purchased, in the mortgagees of A.'s vendors. The deft. induced these mortgagees to convey the legal estate to the vendors on condition that they in turn conveyed it to the deft.:—*Held*, that the

MORTGAGE—PRIORITY—continued.

legal estate had not been inequitably acquired, and that it gave the debt. priority over the pliffs. Cases considered in which the acquisition of the legal estate will give a subsequent innocent equitable mortgagee priority over a prior equitable mortgagee. Observations by Lord Macnaghten as to the extent of negligence necessary to postpone a prior equitable mortgagee, and the judgment of Kay J. *TAYLOR v. RUSSELL*

[H. L. (E.) [1892] A. C. 244 affirm.

[C. A. revers. Kay J. [1891] 1 Ch. 8

5. — *Notice of mortgage—Property held on trust.* A husband and wife mortgaged property left them by will without disclosing a marriage settlement under which the wife's share was settled. The mortgagees inquired of the trustees of the will if there were any incumbrances. One trustee, who was ignorant of the settlement, replied he was not aware of any. The other, who knew of the settlement, returned an evasive answer. The mortgagees lent the money without further inquiry:—*Held*, that the trustees of the settlement were entitled to the property in priority to the mortgagees by virtue of the knowledge of the settlement possessed by one trustee. *WARD v. DUNCOMBE* - H. L. (E.) [1893] A. C. 369

[sub nom. *In re WYATT*. *WHITE v. ELLIS* affirm. C. A. and Stirling J. [1892] 1 Ch. 188

6. — *Receivership deed.* A covenanted on his daughter's marriage to pay her an annuity, and to secure the same gave a receivership deed over land of which he was tenant for life:—*Held*, that the receivership deed created an equitable charge having priority over a subsequent incumbrancer who took with notice. *CRADOCK v. SCOTTISH PROVIDENT INSTITUTION*

[C. A. [1894] W. N. 88

[affirm. *Romer J.* [1893] W. N. 146

MORTGAGE—REDEMPTION.

— *Building society mortgage.*

See *BUILDING SOCIETY—Dissolution*. 1; *Mortgage*.

1. — *Costs—Sufficiency of tender.* A tender to mortgagees in possession, reserving the right to tax the mortgagees' costs and to review their account:—*Held*, not to be a conditional tender but a tender under protest and good, so as to deprive the mortgagees of their costs in the redemption action, which ensued on their refusing to accept the tender, supposing, on inquiry, the tender was found to be sufficient in amount. *GREENWOOD v. SUTCLIFFE*

[C. A. revers. Stirling J. [1892] 1 Ch. 1

2. — *Fetter on redemption—Policy of insurance.* As part of a loan transaction the lenders insured the life of the borrower against his father's, in a society of which they were trustees, for three times the amount of the loan, and paid the premiums till the borrower's death. By agreement, if the borrower paid the principal premiums and compound interest before the death of his father, the lenders were to assign the policy to him; if, on the other hand, he predeceased his father without having paid all such amounts, the policy was to belong wholly to the lenders, subject to their settling the debt out of the policy moneys. The borrower predeceased his

MORTGAGE—REDEMPTION—continued.

father, without ever paying any part of the debt:—*Held* (Lord Hannen diss.), that the borrower's representatives were entitled to the policy moneys after deducting all sums due; for the transaction was a mortgage, and that a clause in a mortgage of a policy that on the happening of a certain event the whole of the proceeds of the policy shall belong to the mortgagee, is void as a restriction on redemption. *MARQUESS OF NORTHAMPTON v. SALT* H. L. (E.) [1893] A. C. 1 affirm.

[C. A. (sub nom. *MARQUESS OF NORTHAMPTON v. POLLOCK*) - - - 45 Ch. D. 190

3. — *Legal estate got in pendente lite—Constructive notice.* B. had an equitable charge on the equity of redemption of J. in certain land subject to a legal mortgage. The mortgagees transferred their mortgage to A, who two days afterwards purported to convey under the power of sale to H. for the exact sum which he had paid to the mortgagees. Subsequently H. mortgaged the land for £6000, and on Aug. 13, 1890, E., H.'s exor., sold the equity of redemption to L. for £2500. On Aug. 15, 1890, B. brought an action against J., A., and E., to have it declared that he was entitled to redeem the land as equitable incumbrancer of J. In Nov. 1892 the C. A. declared that B. was so entitled. L. was not a party to the action, but on receiving notice of it he paid off the mortgage for £6000, and took a reconveyance of the legal title from the mortgagees:—*Held*, that L. had not constructive notice of the invalidity of the sale to H., and that he was entitled to rely on his acquisition of the legal estate:—*Held*, also, that the fact that the legal estate was got in *pendente lite* was immaterial. *BAILEY v. BARNES*

[C. A. affirm. Stirling J. [1894] 1 Ch. 25

4. — *Parties—Tenants in common.* In a redemption action by mortgagees of the interests of tenants in common, whether of an undivided share or of the entirety, all the tenants in common or persons claiming under them are necessary parties. *BOLTON v. SALMON*

[Chitty J. [1891] 2 Ch. 48

5. — *Purchase of equity of redemption—Transfer of mortgage—Intention to keep security alive.* Where the owner of an equity of redemption pays off and takes an assignment of the mortgage, and the evidence shews an intention to keep alive the security, it is not extinguished, but enures for the benefit of the owner of the equity of redemption. *THORNE v. CANN*

[H. L. (E.) [1895] A. C. 11

6. — *Repayment—Supposed owner—Intention to keep security alive.* Where a person claiming to be owner of an equity of redemption, but whose title to a share of the property is disputed in a pending action, pays off the mortgage and takes a reconveyance, an intention will be presumed on his part to keep the mortgage alive against the share in dispute. *In re PRIDE*. *SHACKELL v. COLNETT* - Stirling J. [1891] 2 Ch. 135

7. — *Two properties—Marshalling.* The debt. was first mortgagee of certain paper mills and of a reversion to personality; the pliff. became second mortgagee of the paper mills and the reversion, and subsequently became third mort-

MORTGAGE—REDEMPTION—continued.

gagee of the paper mills. He then transferred the third mortgage to the deft. and released the paper mills from the second mortgage, thereby becoming second mortgagee of the reversion only. The plttf. then foreclosed on the reversion against subsequent incumbrancers, and claimed on paying off the deft.'s mortgage on the reversion to have the first mortgage against the mills conveyed to him:—*Held*, that the plttf. had a right on paying off the first mortgage to have both properties conveyed to him, but that he could not tack his charge to the first mortgage on the mills, that the payment so made must be apportioned between the securities according to their value, and that the deft. in turn might redeem the mills on payment of so much of the first charge as was properly apportioned to them. *FLINT v. HOWARD* [G. A. affirm. *Romer J.* [1893] 2 Ch. 54]

MORTGAGE—RIGHTS OF MORTGAGEE.

Right of mortgagee to receive the whole trust fund mortgaged. A testator bequeathed a legacy of 8000*l.* upon trust for his daughter E. for life, and on her death in trust as to one moiety for the four children of his sister J. W. equally. During the life of E. D. W. one of the children of J. W., in 1879 assigned his share of the legacy to G. G., his executors, &c., with full power for G. G., his executors, &c., to sue for, recover, and receive, and give valid receipts for, all or any part of the moneys thereby assigned or expressed so to be in the name or names of D. W., his heirs, executors, &c., or otherwise to hold the premises to G. G., his executors, &c., subject to a proviso for redemption on payment of 380*l.* and interest. This security was transferred to W. J. In 1882 D. W., by a deed of arrangement in bankruptcy, assigned the share to a trustee for the benefit of his creditors, subject to the mortgage. In 1894 E., the tenant for life, died. *Kekewich J. held*, that the trustees were bound to pay W. J. the whole sum, and ordered them to do so, and to pay the costs of the proceedings:—*Held*, on appeal, that since, if the fund had been in Court, the Court according to its settled practice would not have paid to the mortgagee the whole fund, but only what was due to him on his security, the trustees of the will were not bound to do more. The order was therefore reversed, and the summons of W. J. dismissed. *In re BELL. JEFFERY v. SAYLES* - - C. A. [1895] W. N. 139 (8)

MORTGAGE—SALE.

1. — *Conduct of sale by mortgagor—Terms.* Under s. 25 of the Conveyancing Act, 1881, the Court has jurisdiction to give leave to a mortgagor to sell the mortgaged estate out of court, even where notice by the mortgagee to pay off has been given and has expired, when it appears that the sale will be more successfully conducted by the mortgagor. But in making the order the Court will limit the time for sale, fix a reserve price sufficient to cover the sum due for principal, interest, and costs, and will require the mortgagee to deposit in court a sufficient sum as security for costs. *BRAWER v. SQUARE*

[*Kekewich J.* [1892] 2 Ch. 111]

2. — *Conduct of sale by fourth mortgage—Terms.* The first mortgagees, valuing the security at little more than their loan, claimed

MORTGAGE—SALE—continued.

absolute foreclosure against all subsequent mortgagees. A fourth mortgagee, valuing the property considerably higher, demanded a sale and the conduct of the sale. The fourth mortgagee's claim was allowed on condition that he paid into Court 10 per cent. on his valuation, to guarantee the first mortgagees against loss. *NORMAN v. BEAUMONT* - - *Stirling J.* [1893] W. N. 45

3. — *Foreclosure action—Sale altogether out of Court.* In a foreclosure action where an order was made for sale out of Court, but the reserved biddings and remuneration of the auctioneer to be fixed by the judge, the Court treated the sale as one altogether out of Court, and directed the insertion in the minutes of the declaration required by O. LI, r. 1A, that the Court was satisfied by the evidence that all persons interested in the estate were before the Court. *CUMBERLAND UNION BANKING CO. v. MARYPORT HEMATITE IRON AND STEEL CO (No. 1)* *Chitty J.* [1892] 1 Ch. 22

4. — *Improvements by mortgagee—Rights of purchaser.* A mortgagee, his power of sale on default having arisen, sold by auction ostensibly to a third person, really to himself. He subsequently sold the same with improvements he had made to H. The mortgagor brought a suit for redemption:—*Held*, (1) that on the evidence the sale by the mortgagee to himself was not fraudulent; (2) that the sale to H. was a valid exercise of the power of sale and extinguished the right to redeem; (3) though it was the mortgagee's duty to account to the mortgagor until the power of sale was validly exercised and to offer to do so, it was not H.'s duty to give notice to the mortgagor or to see to the application of the purchase-money; (4) that the mortgagee should be allowed the cost of his improvements so far as they had enhanced the value of the premises. *HENDERSON v. ASTWOOD. ASTWOOD v. CORBOLD. CORBOLD v. ASTWOOD* - - *J. C.* [1894] A. C. 150

5. — *Sale or foreclosure.* Foreclosure decreed and order for sale refused on the grounds that (1) an application for sale had already been refused at chambers, and no fresh evidence in favour of sale had been adduced; (2) the security was insufficient; (3) the property was not suitable for sale in one lot. *PROVIDENT CLEBS' MUTUAL LIFE ASSURANCE ASSOCIATION v. LEWIS* [North J. [1892] W. N. 164]

MORTGAGE—SHARES.

Profits in hands of receiver. Money was lent in 1886 on the security of a transfer of shares. The mortgagee did not register the transfer until 1892. H., the mortgagor, had died in 1889, and in a creditors' action instituted in that year to administer his estate a receiver was appointed to whom debentures were issued as representing arrears of dividend on the shares. The mortgagee claimed these debentures as being *in custodia legis*, having previously valued his security and proved for the balance of his debt:—*Held*, that the debentures were not *in custodia legis* for the benefit of the mortgagee, but in the hands of the receiver as assets, and that the receiver was in the position of an executor. *In re HOARE. HOARE v. OWEN*

[*Stirling J.* [1892] 3 Ch. 94
S

MORTGAGE—SHIP.*See SHIP—MORTGAGE.***MORTGAGE—STAMPS.***See STAMPS.***MORTGAGE—STATUTE OF LIMITATIONS.**

1. — *Effect of statute—Extinguishment of mortgage.* Sect. 34 of the Act of 1833 applies as between a mortgagee and a mortgagor in possession, and in favour of the latter, although a prior mortgage has been in existence during the earlier part of such statutory period. The effect of barring the mortgagee's title is to vest the legal estate in the mortgagor, and therefore, if he afterwards grants a mortgage to another person, that person may rely on such extinguishment of title in support of his own claim as first mortgagee, although the mortgagor does not rely on the statute and has, after the expiration of the statutory period, given his co-defendant a written acknowledgment. *KIRBLE v. FAIRTHORNE*

[*Romer J.* [1895] 1 Ch. 219]

2. — *Fraud of agent.* A., the first mortgagee of property, sold under his power of sale in 1878. S., a solicitor, conducted the sale for him. S. received the sale money, paid A.'s debt, and retained the surplus, accounting for it by a receipt purporting to be on behalf of the second mortgagee. S. applied the surplus to his own use and paid interest until 1891 thereon to the second mortgagee, as if the second mortgage was still in existence. In 1891 S. became bankrupt, when the second mortgagee discovered the true facts and brought an action against A. for an account of the sale money and payment to him of what was due on the second mortgage:—*Held*, by *Romer J.* (1) that S. did not pay the interest as A.'s agent, and therefore the payments did not keep alive B.'s claim against A.; (2) that A. was not privy to S.'s fraud, though he had been negligent in not seeing that S. applied the surplus property; (3) therefore that B.'s claim against A. was barred by the Statute of Limitations and the Trustee Act, 1888, s. 8:—*Held*, by *C. A. and H. L. (E.)*, that B.'s cause of action accrued in 1878, when A. committed an innocent breach of trust; that A. was not liable under the exception in s. 8 of the Trustee Act, 1888, either as having been "party or privy" to the fraud, or as having "still retained" the money sought to be recovered:—*Held*, also, that the fraud of S. was not committed as A.'s agent or for A.'s benefit, so as to render A., although innocent, responsible for the fraud. The exception in s. 8 as to property "still retained" by the trustee is confined to cases where the trustee has actually under his control the trust property or its proceeds when the action is brought:—*Held*, by *H. L. (E.)*, that fraud or non-discovery of fraud cannot be relied on to take a case out of the Statute of Limitations unless it is the fraud of or in some way imputable to the person who invokes the aid of the statute. *THORNE v. HEARD*

[1893] 3 Ch. 530; *affirm.* by *C. A.*[1894] 1 Ch. 599; *affirm. sub nom.*[*THORNE v. HEARD AND MARSH, H. L. (E.)*

[1895] A. C. 495]

3. — *Sale—Agreement to pay deficiency on S.L.* A. borrowed money from B. to purchase certain scrip, and handed the scrip to B. as

MORTGAGE—STATUTE OF LIMITATIONS—continued.

security for the loan, which was repayable in 1883. If the loan remained unpaid B. had power to sell, and A. agreed to pay any deficiency. The loan was not paid, and B. realized, in 1889, the proceeds, not amounting to the whole advance. A. died in 1891 without any further payment or acknowledgment:—*Held*, that the cause of action in respect of the whole of the debt accrued in 1883 and not in 1889, and therefore that a claim for the difference by the lender against the estate of the borrower was barred by the Statute of Limitations. *In re MCHENRY. McDERMOTT v. BOYD. BARKER'S CLAIM*

[*C. A. revers.* *North J.* [1894] 3 Ch. 290]

4. — *Surety for payment of mortgage debt.* A mortgage deed contained a joint and several covenant by the mortgagor and a surety to pay the principal sum "on demand" and interest from the date of the deed. The surety died in 1872 before demand, and no claim was made on his estate in respect of the mortgage till 1889:—*Held*, that the right of action against the surety's estate did not accrue until the making of that claim. *In re J. BROWN'S ESTATE. BROWN v. BROWN* - - *Chitty J.* [1893] 2 Ch. 300

MORTGAGE—VALIDITY.

1. — *Breach of trust—Operation.* A mortgage of a term of years by a legal personal representative solely for his own benefit, which is bad as a breach of trust, cannot be treated as at all events operating on such estate as he can pass in his character of legal personal representative. *In re SCOTT & ALVAREZ'S CONTRACT. SCOTT v. ALVAREZ*

[*Kekewich J.* [1895] 1 Ch. 596, at p. 621]

2. — *Mortgage of land together with fixed machinery—Bills of Sale Acts—Non-registration.* A millwright conveyed to a bank, by way of mortgage, to secure advances by them, certain lands, "together with all and singular the fixed and moveable plant, machinery and fixtures, &c. now or hereafter fixed to or placed upon or used in or about the same hereditaments." The deed, which was not registered as a bill of sale, contained a covenant by the mortgagor to keep "the said plant, machinery and fixtures," &c., in good repair and insured against fire. There was upon the mortgaged premises fixed machinery which was trade machinery within the Bills of Sale Act, 1878:—*Held*, that the deed was void as an unregistered bill of sale with respect to the machinery, and that the mortgagees could not sell it either together with or without the lands mortgaged. *SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND* - - *Stirling J.* [1894] 1 Ch. 688

3. — *Salary of workhouse chaplain.* A chaplain of a workhouse, whose salary was paid out of the local poor-rate, mortgaged his salary and afterwards became bankrupt:—*Held* (1) that the mortgage was not void as against public policy, for a clergyman with a cure of souls is not a public officer unless his salary be paid out of national funds and his duties of a public nature; (2) that the salary, subject to the charge, vested in the trustee in bankruptcy. *In re MIRAMS*

[*Cave J.* [1891] 1 Q. B. 594]

MORTGAGE DEBENTURE ACTS, 1885, 1870.

See COMPANY—MORTGAGE DEBENTURES.

MORTMAIN.

See CHARITY—MORTMAIN.

MOTHER.

See INFANT—Custody. 5.

MUNICIPAL CORPORATION.

See BOROUGH (ENGLAND).

MUNICIPAL ELECTION.

— Division of borough into wards.

See BOROUGH (ENGLAND).

By the *Police Disabilities Removal Act, 1893* (56 & 57 Vict. c. 6), the *Police Disabilities Removal Act, 1887*, was extended to municipal and other similar elections.

1. — *Election of alderman* — *Petition* — *Quo warranto*.] At an election of an alderman, the mayor, who presided, voted for himself, causing an equality of votes. He then gave the casting vote in his own favour, and declared himself elected:—*Held*, that the validity of the election could only be questioned by an election petition, and that a writ of *quo warranto* would not lie. *REG. v. MORTON* - Div. Ct. [1892] 1 Q. B. 39

2. — *Election of councillor*—*Ineligibility of women*.] Sect. 73 of the *Municipal Corporations Act, 1882*, which makes an election good and valid if not impeached within twelve months, does not render the election of a woman valid after the lapse of the prescribed time:—*Held*, therefore, that the deft. was liable to the penalties under s. 41 of the same Act. *DE SOUZA v. COBDEN* [C. A. [1891] 1 Q. B. 687

3. — *Election of mayor*—*Validity of votes*—*Casting vote*.] Where a salary is attached to the office of mayor, a candidate cannot vote for himself, as he has a pecuniary interest within s. 22 (3) of the *Municipal Corporations Act, 1882*. Sect. 42 (1), which validates acts of a disqualified person in a corporate office, does not prevent an inquiry on an election petition into the validity of a vote given by such a person in virtue of such office. Sect. 12, sub-s. 1 (c), which disqualifies persons from being councillors who have a share

MUNICIPAL ELECTION—*continued*.

or interest in any contract applies to a person appointed chemist to the council however small the value of the contract. Sect. 12 (2) (a), which provides that a person is not disqualified as councillor by reason of having an interest in a lease in which the corporation is interested, applies to a letting for one day. Sect. 61 (4), which gives in case of equality of votes a casting vote to the chairman "although not entitled to vote in the first instance," does not prevent the chairman if not disqualified from voting in the first instance. *NELL v. LONGBOTTOM*

[Div. Ct. [1894] 1 Q. B. 767

— *Municipal franchise*.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

MURDER.

— Murder of insured by wife in whose favour insurance had been effected.

See INSURANCE, LIFE. 8.

MUSIC.

— Copyright in.

See COPYRIGHT—Musical Composition.

— How far a nuisance.

See NUISANCE—What amounts to. 5.

— Injunction for nuisance caused by.

See PRACTICE—INJUNCTION. 28.

MUSIC AND DANCING.

— in Middlesex.

See MIDDLESEX.

— Powers and privileges of committee for licensing music and dancing.

See COUNTY COUNCIL—Powers. 3, 4.

MUTUAL CREDIT.

— in Bankruptcy.

See BANKRUPTCY—ASSETS. 18.

BANKRUPTCY—SET-OFF.

MUTUAL INSURANCE.

See INSURANCE, MARINE. 21.

MUTUAL MISTAKE.

See MISTAKE. 1.

N.

NAME AND ARMS CLAUSE.

— in Will.

See WILL—FORFEITURE. 18.

NAME OF COMPANY.

— Alteration—Mistake—Remedy.

See COMPANY—REGISTRATION. 4.

NAME OF FIRM.

— Registration as trade-mark.

See TRADE-MARK—REGISTRATION. 26.

NARROW CHANNEL.

See SHIP—COLLISION. 12.

NATAL.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—
Colonial Probates Act.

Copyright.

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—ESTATE DUTY.

Law of Natal.

1. — *Company—Lien on shares.* A lien may validly be conferred upon a co. by its articles of association on all shares registered in the name of a member for his debts to the co., making the member's title to transfer his shares while he remains indebted dependent on the approval of the directors.. *BANK OF AFRICA v. SALISBURY GOLD MINING CO.* — J. C. [1892] A. C. 281

2. — *Gaming.* The law of Natal does not render it illegal for any person or association to buy and sell shares as a speculation. *LAUGHTON v. GRIFFIN* — J. C. [1895] A. C. 104

3. — *Syndicate for speculation in shares—Power of manager.* A. was a member of a syndicate formed to buy and sell shares as a speculation. The syndicate bought and sold from and to other associations, of which A. was not a member, but some of his associates were:—*Held*, that such dealings were not necessarily beyond the authority of the manager; which authority, under the circumstances, was not limited to operations in the open market. *LAUGHTON v. GRIFFIN*

[J. C. [1895] A. C. 104]

NATIONAL DEBT.**Conversion.**

1. — *Annuity—Will—Charge on capital.* A will provided that trustees should appropriate and invest in Government stock "such a sum of money as will, when invested, be sufficient with the income thereof to produce two weekly sums of 15s. each, and shall maintain the same as a fund to answer the said two weekly sums," and provided for the destination of the capital set aside when it should fall in. By reason of the conversion into 2½ p. c. consols, the income became insufficient:—*Held*, that the annuities were charged on the capital of the fund, and the provisions of s. 20 (3) of the Act did not override

NATIONAL DEBT—Conversion—continued.

the provisions of the will, and that the annuities were entitled to be paid in full. *PACK v. DARBY* [North J. [1895] W. N. 123 (6)]

2. — *Bequest of 3 per cent. Annuities.* The first part of s. 25 (2) of the National Debt (Conversion) Act, 1888, includes all dispositions of stock, whether by will or any other instrument, while the second part of the sub-s. deals only with specific bequests of stock. *In re HOWELL-SHEPHERD. CHURCHILL v. ST. GEORGE'S HOSPITAL* [Kekewich J. [1894] 3 Ch. 649]

3. — *Right to substitute 2½ per cent. for 3 per cent. Annuities.* A deed creating a perpetual rent-charge provided for the redemption thereof by the transfer of a specified amount of 3 per cent. Annuities:—*Held*, that under s. 25 (2) of the National Debt (Conversion) Act, 1888, the creators of the rent-charge were entitled to redeem it by transferring the same amount of new 2½ per cent. stock created under the Act. *DUKE OF NORTHUMBERLAND v. PERCY* [North J. [1896] 1 Ch. 298]

NATIONAL SCHOOL.

See CHARITY—MANAGEMENT. 1.

NAVIGABLE RIVER.

See CANADA—LAW OF CANADA—Provincial Law—Quebec. 8.

NAVIGATION.

See SHIP—COLLISION.

NAVIGATION SPACES.

See SHIP—ADMIRALTY PRACTICE—Necessaries. 3.

SHIP—LIMITATION OF LIABILITY. 4, 5.

NAVY.

Right of officer to resign commission. An engineer officer in the navy who has accepted a commission, and is borne on the books of a ship in commission, cannot resign without the consent of the Admiralty. *Semble*, under no circumstances is a naval officer entitled to resign without permission of H. M. *HEARSON v. CHURCHILL* [C. A. [1892] 2 Q. B. 144]

— Service of writ on officer.

See PRACTICE—SERVICE—Out of the Jurisdiction. 21.

NECESSARIES.

See INFANT—Contracts.

SHIP—ADMIRALTY PRACTICE—Necessaries.

"NECESSARY OR PROPER PARTY."

See PRACTICE—SERVICE—Out of the Jurisdiction. 22—27.

NEGLECTANCE.

— Absence of — Action for trespass to the person.

See TRESPASS TO THE PERSON.

— Altered Bill of Exchange.

See BILL OF EXCHANGE. 2.

NEGLECTANCE—continued.

- of Bailee.
See BAILMENT.
- Contribution between joint delinquents.
See SCOTTISH LAW—Joint Delinquents.
- Contributory.
See NUISANCE—Evidence as to Injury by.
SHIP—COLLISION. 19, 23.
- Death of illegitimate child.
See SCOTTISH LAW—Negligence. 1.
- of Directors of company.
See COMPANY—MISREPRESENTATION.
- Employer's liability.
See MASTER AND SERVANT—Liability for Injuries to Workmen.
- Forged bill of exchange.
See BILL OF EXCHANGE. 2, 7.
- of Landlord.
See LANDLORD AND TENANT—LANDLORD'S LIABILITY.
- Liability of owner of ship.
See SHIP—BILL OF LADING—Excepted Perils. 1, 3; Exceptions. 1 (s), (o), 8; SHIP—Master and Seaman. 3, 4.
- of Mortgagee.
See MORTGAGE—PRIORITY. 3.
- Negotiable instrument—Transfer.
See NEGOTIABLE INSTRUMENT. 2.
- *Onus probandi*—Latent defect in machinery.
See SHIP—COLLISION. 2.
- Partner.
See PARTNERSHIP—Liabilities. 3.
- of Railway company.
See RAILWAY—NEGLECTANCE; RAILWAY—PASSENGER. 1, 5, 6, 7.
- of Servant.
See BAILMENT. 8, 9; MASTER AND SERVANT—Liability for Acts of Servants.
- of Surveyor.
See SURVEYOR.
- of Third Person.
See BAILMENT. 7.
- of Trustee.
See TRUSTEE—DUTIES AND LIABILITIES—Negligence.
- of Valuer.
See VALUER.

NEGOTIABLE INSTRUMENT.

1. — *Bond fide holder for value.* [A person taking a negotiable instrument in good faith and for value obtains a valid title, though he takes from one who had none. LONDON JOINT STOCK BANK v. SIMMONS H. L. (E.) [1892] A. C. 201]
2. — *Deposit of securities by broker—Inquiry by transferee.* [The plff. bought stocks, shares, and bonds through a broker, the broker lending the plff. money to "carry over" when necessary. The broker borrowed money of a bank to pay for the stocks, shares, and bonds, depositing them with the bank as security. Such stocks as required registration were transferred to and registered in the name of trustees for the bank, sometimes by the vendors and sometimes by the plff. himself, for a nominal consideration:—*Held*, that the plff. could not redeem because

NEGOTIABLE INSTRUMENT—continued.

(1) the plff. in view of the "contango" system, which was common on the Stock Exchange, had not discharged the *onus* of shewing that the broker had exceeded his authority; (2) as to certain "bonds payable to bearer," which were negotiable securities, there was nothing to put the bank on inquiry; (3) as to the stocks transferred by the vendors the bank had the legal estate and could not be deprived of it; and (4) as to the stock transferred by the plff., he was estopped from denying the bank's title. BEN-
TINCK v. LONDON JOINT STOCK BANK

[North J. [1893] 2 Ch. 120]

And see BILL OF EXCHANGE; CHEQUE.

3. — *Negligence of transferee.* [Mere negligence on the part of the transferee of a negotiable instrument to avail himself of means at his disposal to detect the bad title of the transferor, cannot be pleaded as a defence to an action on the instrument by the transferee. VENABLES v. BARING BROTHERS & Co.]

[Kekewich J. [1893] 3 Ch. 527]

4. — *Obligation of transferee to inquire.* [In the absence of circumstances to create suspicion as to the title of a transferor of a negotiable instrument, the transferee is not bound to make any inquiries into such title. LONDON JOINT STOCK BANK v. SIMMONS H. L. (E.) [1892] A. C. 201; REVERE. C. A. [1891] 1 Ch. 270]

5. — *Railway bond.* [Foreign railway bonds "to bearer" dependent on a deed of trust referred to in the bonds, held to be negotiable instruments according to the law merchant. VENABLES v. BARING BROTHERS & Co.]

[Kekewich J. [1893] 3 Ch. 527]

6. — *Words prohibiting transfer—Bills of Exchange Act, 1882, ss. 8, 73, 76.* [In order to prevent a cheque, drawn payable to order, being negotiable, the intention must be clearly expressed. Crossing the cheque to the payee's account at a particular bank is not sufficient. Conditions necessary for rendering a cheque not negotiable considered. NATIONAL BANK v. SILKE [C. A. [1891] 1 Q. B. 435]

NEGOTIATING FEE.

- Conveyancing.
See SOLICITOR—BILL OF COSTS—Remuneration Act. 12, 13.

NEGOTIATION.

- of Bill of Exchange.
See BILL OF EXCHANGE. 10.
- By Telegram.
See CONTRACT—Formation. 3.

NEPHEWS AND NIECES.

- Bequest to.
See WILL—CLASS. 3, 4.

NET PROFITS.

- Construction of articles.
See COMPANY—DIRECTORS—Remuneration; COMPANY—DIVIDEND. 3.

NEW GUINEA.

- German protectorate.
See EXTRADITION.

NEW ROMNEY.

- Jurisdiction of commissioners of sewers.
See SEWERS, COMMISSIONERS OF. 2.

NEW SOUTH WALES.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—
Colonial Probates Act.

Law of New South Wales.

1. — *Bill of Sale—Delay in possession and registration—Validity.* Where A. advanced money in good faith to a person who appeared to be solvent, taking a bill of sale which included all the debtor's stock in trade, book debts, and other property, but without taking delivery or registering the bill of sale until just in time to prevent its being avoided under the (New South Wales) Bills of Sale Act:—*Held*, that his title thereunder prevailed against the debtor's official assignee, no intent being shewn to have existed at the date thereof to defeat or delay creditors. *MORRIS v. MORRIS* - J. C. [1895] A. C. 625

2. — *Company—Arbitration.* The arbitration provisions in the Companies Act (37 Vict. No. 19) only apply to voluntary arbitrations to which the co. has submitted under its common seal, and not to references by order of a judge under s. 12 of the Arbitration Act, 1892 (55 Vict. No. 32).

Accordingly, an arbitrator under the latter Act need not make the declaration before a justice prescribed by s. 113 of the former Act. *ZELMA GOLD MINING CO. v. HOSKINS*

[J. C. [1895] A. C. 100

3. — *Company—Debentures—First charge on uncalled capital.* Under the Companies Act (37 Vict. No. 19), identical for this purpose with the English Act of 1862, a co. limited by shares can create a charge upon its uncalled capital so as to confer priority in the winding-up.

Where the memorandum of association authorized the receipt of money on loan or deposit and "upon any security of the co. or upon the security of any property of the co.":—*Held*, that this authorized a charge upon the whole uncalled capital. *NEWTON v. ANGLO-AUSTRALIAN INVESTMENT CO. (DEBENTURE-HOLDERS)*

[J. C. [1895] A. C. 244

4. — *Criminal law—Crown case reserved—Inadmissibility of evidence.* Sect. 423 of the Crim. Law Amdt. Act, 1883 (46 Vict. No. 17), does not on its true construction empower the Court to affirm a conviction where the evidence submitted to the jury was inadmissible, and might have influenced the jury. *MAKIN v. ATTORNEY-GENERAL FOR NEW SOUTH WALES*

[J. C. [1894] A. C. 57

5. — *Criminal law—Jurisdiction—Bigamy committed without the colony.* The words of s. 54 of the Crim. Law Amdt. Act, 1883 (46 Vict. No. 17), relating to bigamy, must be intended to apply to persons actually within the jurisdiction of the legislature, and consequently there is no jurisdiction in the colony to try a person for the offence of bigamy alleged to have been committed in the United States of America. *MACLEOD v. ATTORNEY-GENERAL FOR NEW SOUTH WALES*

[J. C. [1891] A. C. 455

6. — *Criminal law—Prisoner competent witness—Comment on prisoner refraining from giving evidence.* A prisoner applied for special leave to appeal in a crim. matter on the ground

NEW SOUTH WALES—Law of New South Wales—continued.

that the judge misdirected the jury in commenting upon the prisoner having refrained from giving evidence in a case in which he was a competent but not compellable witness:—*Held*, that the comment was according to law, and not precluded by the Crim. Law Amdt. Act (55 Vict. No. 5), s. 6. *KORS v. REG.* *Ex parte KORS*

[J. C. [1894] A. C. 656

7. — *Crown lands—Alienation—Conditional purchase—Construction of Act 25 Vict. No. 1.* (A) A conditional purchase of lands under the Crown Lands Alienation Act, 1861 (25 Vict. No. 1), made in the name of an infant by a person who paid the deposit and balance of purchase-money, and at his own expense made the statutory improvements, and continued to occupy the land as part of the run of which it had before purchase been part:—*Held*, that neither the infant when he came of age nor the person who had advanced the money were statutory purchasers, as the conditions of the Act had not been complied with. *TOOTH v. POWERS* - J. C. [1891] A. C. 284

[The conditional purchase clauses of 25 Vict. No. 1, on which this decision rested, were in effect superseded by 39 Vict. No. 13.]

(B) Where the appellant effected a conditional purchase under s. 22 of the Crown Lands Alienation Act, 1861, of land adjoining to Crown land which had been previously granted to him in fee simple under s. 25:—

Held, that he did not become thereby a holder of an original conditional purchase within the meaning of s. 42 of 48 Vict. No. 18, so as to obtain the right to make additional conditional purchases under that section:

Held, further, that even if s. 22 of the repealed Act of 1861 did confer upon him as the fee-simple holder of land the right claimed, s. 2, sub-s. (b), of the later Act was inoperative to preserve such right. *ABBOTT v. MINISTER FOR LANDS*

[J. C. [1895] A. C. 425

8. — *Insolvency—Payment of debt—Knowledge of insolvency.* Where a creditor has such a knowledge of the debtor's affairs as to be aware that the debtor is insolvent (within the meaning of 25 Vict. No. 8), payment by the debtor of his debt is invalid against the assignee in insolvency, and the payment may be recovered. *NATIONAL BANK OF AUSTRALASIA v. MORRIS*

[J. C. [1892] A. C. 287

9. — *Land Acts—Reserved lands—Revocation of reserve—Improvements.* Under the Land Acts, 1861, 1875, 1880, 1884, it is not competent for the governor, with the advice of his council, to sell improved land by appraisal to the holder, where it had been temporarily reserved from sale, and such reservation had not been revoked. *RICKETSON v. BARBOUR* - J. C. [1893] A. C. 194

10. — *Marine insurance—Contract in writing—Misrepresentation—Burden of proof.* Though there is no positive law in New South Wales requiring contracts of marine insurance to be in writing, yet the general authority given to the agent of an insurance co. must be to make contracts in the ordinary way, and that is by writing. Where insurers resist payment of a risk on the

NEW SOUTH WALES—Law of New South Wales
—continued.

ground of misrepresentation, the burden is on them to prove very clearly the making of the misrepresentation. **DAVIES v. NATIONAL FIRE AND MARINE INSURANCE CO. OF NEW ZEALAND** [J. C. [1891] A. C. 485]

— *Marriage settlement—Volunteers.*

See **SETTLEMENT—Construction.** 16.

11. — *Marriage settlement—Rights of volunteers.* A limitation in a marriage settlement in favour of an illegitimate child of the settlor may be defeated, as a limitation in favour of a volunteer, by a subsequent conveyance to a purchaser for value, unless such a result would defeat other limitations within the marriage settlement. **DW MESTRE v. WEST** - J. C. [1891] A. C. 264

12. — *Municipal corporation—Non-repair of street—Liability.* A municipal corporation was sued for damages for the death of the pliff's husband, occasioned by their alleged negligence in allowing a street vested in them to fall into disrepair:—*Held*, (1) that the statutes creating the corporation and the Act vesting the street in them (3 Vict. No. 3), imposed no statutory obligation on them to repair the street, and (2) that the pliff. had no cause of action. **MUNICIPAL COUNCIL OF SYDNEY v. BOUREK** J. C. [1895] A. C. 493

13. — *Municipal rates—Exemptions.* Lands not the property of Her Majesty, but occupied by a municipality for the purposes of water supply, are within the exemption of s. 163 of the Municipalities Act, 1867 (31 Vict. No. 12). **COUNCIL OF THE BOROUGH OF RANDWICK v. AUSTRALIAN CITIES INVESTMENT CORPORATION** [J. C. [1896] A. C. 323]

14. — *"Permanent common"—Common of pasture.* Where by notice under s. 5 of the Crown Lands Alienation Act (25 Vict. No. 1), which authorizes the dedication of Crown lands for any pasturage common or other public purpose, the Crown dedicates lands as a "permanent common":—*Held*, that this dedication meant that the lands should go for ever for the common or public enjoyment, so as to bring them within the Public Parks Act, 1854 (18 Vict. No. 33), and did not create a common of pasturage. **SYDNEY MUNICIPAL COUNCIL v. ATTORNEY-GENERAL FOR NEW SOUTH WALES** - J. C. [1894] A. C. 444

15. — *Real Property Acts—Caveat—Onus probandi as between applicant and caveator in possession.* On an application to bring land under the Real Property Acts (26 Vict. No. 9 and 41 Vict. No. 18), when the applicant shows a complete documentary title and proves that he was in possession within twenty years before the commencement of the proceedings, the burden of proof to defeat the applicant's title is on the caveator in possession. **BOLLING v. BROUGHTON** [J. C. [1893] A. C. 556]

16. — *Real Property Acts—Caveat—Waiver of lapse.* An applicant to bring lands under the Real Property Act (26 Vict. No. 9) filed his case in Court under s. 21 more than three months after a caveat had been lodged, and thereafter obtained an order that the caveator should file her case, which she did:—*Held*, that by applying for the order he had waived his right to have the

NEW SOUTH WALES—Law of New South Wales
—continued.

caveat set aside as lapsed under s. 23. **WILSON v. MCINTOSH** - J. C. [1894] A. C. 129

17. — *Real property Acts—Registered mortgage—Sale by auction—Notice.* A. sold certain lots of an estate by auction to B., and subsequently mortgaged the whole estate to C., who knew that certain unspecified portions of the estate had been sold:—*Held*, that according to the Colonial Acts (7 Vict. No. 16, ss. 11, 22, and 22 Vict. No. 1, s. 18) C. gained no priority from registration, but took subject to B.'s purchase. **SYDNEY AND SUBURBAN MUTUAL BUILDING AND LAND INVESTMENT ASSOCIATION v. LYONS** J. C. [1894] A. C. 260

18. — *Real property Acts—Succession—Wife's reversion.* By 26 Vict. No. 20 the wife's reversion in the colony after the husband's tenancy by the curtesy has expired devolves on the wife's next of kin, and not on her heir-at-law. **FLOMLEY v. SHEPHERD** - J. C. [1891] A. C. 244

19. — *Stamp duties—Probate—Locality of debt.* In order that an asset may be liable to probate duty under the Stamp Duties Acts (44 Vict. No. 3, 50 Vict. No. 10) it must be such as the grant of probate confers the right to administer, and therefore one which exists within the local area of the colonial jurisdiction. A simple contract debt is within the local area of the jurisdiction within which the debtor for the time being resides; a specialty debt is within the local area in which it is found at the creditor's death. **COMMISSIONER OF STAMPS v. HOPE**

[J. C. [1891] A. C. 476]

20. — *Trade-mark—Publici juris—User—Laches.* The A. Co. in 1889 registered in New South Wales the word "Maizena" under the Colonial Trade Marks Act of 1865, but had allowed the name to be used in the colony for twenty-four years as a term descriptive of the article and not of their own manufacture thereof:—*Held*, that the word had become *publici juris* and was no longer registrable, and that as the B. Co., though they had applied the word to their own manufacture, had not tried to pass it off as that of the A. Co. by the use of packets, &c., calculated to deceive, but had stated the name of the maker, &c., the B. Co. could not be restrained from using the word. **NATIONAL STARCH MANUFACTURING CO. v. MUNN'S PATENT MAIZENA AND STARCH CO.** - J. C. [1894] A. C. 275

21. — *Trusts—Appointment—Vesting order.* Where an application for the appointment of a new trustee in the place of one incapacitated is, in the opinion of the Court, duly made and served, the Court has power, under 16 Vict. No. 19, ss. 30, 32, to appoint as prayed, and also to make a vesting order. According to the rule and practice in the colony, it can direct the master to appoint, and the vesting follows the appointment without any subsequent order. **FLOMLEY v. RICHARDSON & WRENCH, Ld.**

[J. C. [1894] A. C. 632]

22. — *Will before adoption of Wills Act.* By the English law of wills prior to the Wills Act, 1837 (adopted in the colony in 1840), words of gift conveyed only a life estate unless the devise contained words of limitation, and the use of the

NEW SOUTH WALES—Law of New South Wales
—continued.

words "estate" or "property" would not enlarge the gift if used only by way of reference, and not in the operative part of the devise. *HILL v. BROWN* - - - J. C. [1894] A. C. 125

23. — *Will—Residue—Reduplication of charges.* Trusts of residue created by reference to other trusts are not to be read as creating a duplication of charges on the estate in the absence of indication of the testator's clear intention to that effect. *TREW v. PERPETUAL TRUST CO.*

[J. C. [1895] A. C. 264

Mail Ships.

See POST OFFICE.

NEW STREET.

See LONDON COUNTY—STREETS AND HIGHWAYS. 3-10; STREETS AND BUILDINGS—New Streets.

NEW TRIAL.

See CRIMINAL LAW—PROCEDURE. 6.
PRACTICE—NEW TRIAL.

NEW ZEALAND.

Application of Colonial Probates Act, 1893.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

Copyright.

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—Estate Duty.

Law of New Zealand.

1. — *Judges of the Supreme Court.* Under the Supreme Court Judges Act, 1858, and the Supreme Court Act, 1882, the power of the governor to appoint judges is restricted to judges to whom an ascertained salary is payable by law at the time of their appointment. *BUCKLEY v. EDWARDS* - - - J. C. [1893] A. C. 387

2. — *Legislative powers—Proceedings against absentees without service.* The colonial legislature has power under the Imperial Act (15 & 16 Vict. c. 72) to subject to its tribunals persons who are neither by themselves nor their agents present in the colony. Whether a judgment against an absentee without service of the writ will be enforced by the Courts of another country is a question for those Courts, and does not affect the constitutional validity of the colonial law. *ASHBURY v. ELLIS* - - - J. C. [1893] A. C. 339

3. — *Will of Maori—Probate.* The rules which govern Courts of Probate must not be relaxed in the case of alleged testamentary papers executed by Maoris on their deathbeds. *DONNELLY v. BROUGHTON* - - - J. C. [1891] A. C. 496
See PROBATE—EXECUTION OF WILL. 3.

NEWFOUNDLAND.

Copyright.

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—Estate Duty.

NEWPORT (MON.)

See SHIP—PILOTAGE—Bye-laws.

NEWSPAPER.

— Advertisement of Lottery in.

See LOTTERY.

— Copyright in.

See COPYRIGHT—Periodical.

NEWSPAPER—continued.

— Criminal libel in.

See PRACTICE—APPEAL—Appeals to Divisional Courts. 1.

NEXT FRIEND.

See INFANT—NEXT FRIEND.

PRACTICE—NEXT FRIEND.

NIECE.

See WILL—WORDS. 8.

NOISE.

See NUISANCE—What amounts to. 5, 6.
PRACTICE—INJUNCTION. 28, 29.

NOMINATION.

— To living.

See ECCLESIASTICAL LAW—Advowson.

NOMINEE.

— being a Company:

See COMPANY—WINDING-UP—ASSETS. 2.

NOMINOR.

— of Trustees.

See TRUSTEE—APPOINTMENT. 11.

NON-FRANSAGE.

See CORPORATION. 5; PUBLIC BODY.

NON-JURIDICAL DAY.

See CANADA—Provincial Law—Quebec 4.

NON-SUIT.

See PRACTICE—NON-SUIT.

NORTH PACIFIC.

— Seal fishery.

See FISHERY—Sea.

NORTH SEA.

See FISHERY—Sea.

NOTES OF EVIDENCE.

— Shorthand, mistake in.

See SHIP—ADMIRALTY PRACTICE—EVIDENCE. 2.

— Use of.

See COMPANY—WINDING-UP—EXAMINATION OF WITNESSES. 2.

NOTICE.

— to Abate Nuisance.

See LONDON COUNTY—NUISANCES AND SANITATION. 5.

— before Abating Nuisance.

See NUISANCE—Remedies. 1, 2.

— Appeal to quarter sessions.

See SESSIONS—QUARTER SESSIONS. 8, 9.

— Appointment of arbitrator.

See ARBITRATION—Arbitrators. 2.

— Bankruptcy.

See BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice.

— of Breach of Covenants.

See PRACTICE—ORIGINATING SUMMONS. 5.

— of Breach of Trust.

See CANADA—Provincial Law—Ontario. 4.

— Claim for vote.

See PARLIAMENTARY, &C., REGISTRATION—Claim. 6; Objection. 2, 3, 4, 5.

— Company—Winding-up.

See COMPANY—WINDING-UP—VOLUNTARY WINDING-UP. 3.

— Constructive.

See VENDOR AND PURCHASER—Title. 11.

NOTICE—continued.

- Determining contract to supply water.
See **CONTRACT—Determination.**
- Determining guarantee.
See **PRINCIPAL AND SURETY—Discharge.** 2.
- Determining Tenancy.
See **LANDLORD AND TENANT—LEASE.** 21, 22.
- Dormant action.
See **PRACTICE—SEQUESTRATION.** 1.
- Further consideration.
See **PRACTICE—NOTICE—Further Consideration.**
- Highway, diversion of.
See **HIGHWAY—Diversion.**
- Meeting of debenture-holders.
See **COMPANY—DEBENTURE.** 26.
- under Metropolitan Building Acts.
See **LONDON COUNTY—BUILDINGS.** 9.
- effect of on Mortgagee of ship.
See **SHIP—MORTGAGE.** 1, 3.
- of Objections to Licences.
See **INTOXICATING LIQUORS—Licences.** 11, 12, 13, 14, 15.
- to redeem Mortgage.
See **MORTGAGE—INTEREST.**
- Objection to Paving expenses.
See **STREETS AND BUILDINGS.** 2; **New Streets.** 7.
- Option to purchase—Time for giving.
See **LANDLORD AND TENANT—LEASE.** 38.
- Parliamentary deposits.
See **PARLIAMENT—Deposits and Bonds.** 3.
- Renewal of licence.
See **INTOXICATING LIQUORS—Licences.** 5, 10.
- Stop order.
See **PRACTICE—STOP ORDER.**
- Trade-mark, opposition to—Amendment of notice—Appeal.
See **TRADE-MARK—REGISTRATION.** 28.
- to Trustees.
See **TRUSTEE—DUTIES AND LIABILITIES—Notice.**

NOTICE OF ACTION.

See **LONDON COUNTY—AUTHORITIES.** 2.

NOTICE OF MOTION.

- Copy for judge.
See **PRACTICE—NOTICE—Motions.**
- Service out of jurisdiction.
See **PRACTICE—SERVICE—Out of the Jurisdiction.**

NOVA SCOTIA.

See **CANADA—Provincial Law—Nova Scotia.**

NOVATION.

See **BANKER—ACCOUNT.** 3.
PARTNERSHIP—LIABILITIES. 7.
PRINCIPAL AND SURETY—Discharge. 7, 8.

NUISANCE.

Evidence as to Injury by, col. 530.

Persons liable, col. 530.

Remedies, col. 530.

What amounts to, col. 532.

Evidence as to Injury by.

Spiked wall—Contributory negligence.] In front of a window of defts.' shop, and immediately abutting on a public highway, was a low wall eighteen inches high, defts.' property, on the top of which was a row of sharp spikes. The plff., a child of five, was found standing by the wall bleeding from a wound, such as might have been caused by her falling upon the spikes:—*Held*, that there was evidence to go to the jury that the injury was caused by the wrongful act of the defts. in maintaining the nuisance while the plff. was using the highway in a proper manner. **FENNA v. CLARE & Co.** — Div. Ct.

[[1895] 1 Q. B. 199

Persons liable.

— *Non-repair of highway.*

See **HIGHWAY—REPAIRS—Liability.**

1. — *Poisonous tree—Injury to cattle—Duty to fence.]* Plff. and defts. occupied adjoining fields separated by a fence and ditch the property of the defts.: the fence was next to defts.' field: near the fence there was a yew tree, the branches of which projected over the ditch, but no part of them extended over the plff.'s field. The defts. were under no liability to fence against the plff.'s cattle. The plff.'s cattle ate of the branches extending over the ditch and died:—*Held*, that the defts. were not liable, because there was no duty on the defts. to prevent the plff.'s cattle having access to the yew branches. **PONTING v. NOAKES** — Div. Ct.

[[1894] 2 Q. B. 231

2. — *River pollution—Sewer "made for profit."] By s. 13 of the Public Health Act, 1875, all sewers are vested in the local authority, except sewers made for profit:—Held*, that a sewer made by a landowner to collect the drainage of his cottages was not "made for profit" within the meaning of the section, and therefore, after the local authority had accepted the sewer, they and not the landowner were liable for any nuisance caused by the sewer. **FERRAND v. HALLAS LAND AND BUILDING CO.** — C. A. [1893] 2 Q. B. 135

3. — *Statutory works, execution of.]* A water company in the exercise of their statutory powers sank a shaft and thereby caused a temporary annoyance to the plffs. by the noise of their pumps. The pumps used were of the kind usual for such works, but other pumps causing noise, but otherwise less convenient, could have been used:—*Held*, that the co. had not exceeded their statutory power nor executed it negligently, and were not liable for nuisance. **HARRISON v. SOUTH-WARK AND VAUXHALL WATER CO.**

[V. Williams J. [1891] 2 Ch. 409

Remedies.

1. — *Abatement after notice and request.]* Refusal to grant a mandatory injunction to remove an inhabited house which obstructs a private right of way does not necessarily deprive the persons

NUISANCE—Remedies—continued.

entitled to the right of way of the right after proper notice and request to pull the house down. Where a building alleged to be obstructive was in the hands of a receiver appointed by the Court, leave was given to persons complaining of the obstruction to exercise their common law rights of abatement with a view to testing the justice of their claim. *LANE v. CAPSEY* - Chitty J.

[1891] 3 Ch. 411

2. — *Abatement without notice of overhanging tree.* The owner of land which is overhung by trees growing on his neighbour's land is entitled without notice, if he does not trespass on his neighbour's land, to cut the branches so far as they overhang—and however long they have overhung—his land. *LEMMON v. WEBB* C. A.

[*revers. Kekewich J.* [1894] 3 Ch. 1.

[*affirm. by H. L. (E.)* [1895] A. C. 1

3. — *Common law rights.* The fact that certain businesses are excluded from summary proceedings for nuisance by s. 334 of the Public Health Act, 1875, does not relieve them from liability for a public nuisance in a suit by the Att.-Gen., nor from the ordinary common law liability to an owner whose property is damaged by it. *ATTORNEY-GENERAL v. LOGAN* Div. Ct.

[1891] 2 Q. B. 100

— *Indictment.*

See *HIGHWAY.*

4. — *Injunction—Anticipated nuisance—Quia timet action—Small-pox hospital.* Any one seeking an injunction to restrain an alleged future nuisance, public or private, must shew a strong case of probability that the apprehended mischief will in fact arise. Application for an interim injunction to restrain defts. erecting a small-pox hospital, refused, on the ground that there was not sufficient evidence of any probability of danger from the erection of the hospital. *ATTORNEY-GENERAL v. MANCHESTER CORPORATION*

[Chitty J. [1893] 2 Ch. 37

5. — *Injunction—Crowd at theatre—Costs.* An action was brought for a nuisance caused by the collection of crowds before the doors of a theatre. Before the hearing it was abated by the police. The Court refused an injunction, but granted costs. *BARBER v. PENLEY*

[North J. [1893] 2 Ch. 447

6. — *Injunction—Sanitary authority.* Where a nuisance was caused outside the County of London by sewers and drains of houses within the county, which were working properly for the purposes for which they were designed and constructed:—*Held*, that the local authority of the district in which the nuisance is created could not obtain a remedy by injunction against the metropolitan sanitary authority from whose district the sewage flowed. *ATTORNEY-GENERAL v. CLERKENWELL VESTRY* *Romer J.* [1891] 3 Ch. 527

7. — *Injunction—Statutory powers—Electric lighting—Vibration—Right of reversioner to sue.* In a case of continuing actionable nuisance, the jurisdiction of the Court to award damages instead of an injunction, ought only to be exercised under very exceptional circumstances. *Per A. L. Smith L.J.*, damages may be given instead of an injunction, when the following requirements are

NUISANCE—Remedies—continued.

all found in conjunction, viz., where the injury to the pliff.'s rights is—(i.) small; (ii.) capable of being estimated in money; (iii.) capable of being adequately compensated by a small sum; (iv.) when an injunction would be oppressive. *SHELPER v. CITY OF LONDON ELECTRIC LIGHTING CO. MEUX'S BREWERY CO. v. THE SAME* (No. 1).

[C. A. [1895] 1 Ch. 237

8. — *Powers of local authority.* A local authority may act as relators in an action brought by the Att.-Gen. for the purpose of abating a public nuisance, and may by themselves maintain an action for damages for a nuisance affecting property of which they are the actual owners. *ATTORNEY-GENERAL v. LOGAN*

[Div. Ct. [1891] 2 Q. B. 100

What amounts to.

— *Drains.*

See *LONDON COUNTY—DRAINAGE AND SEWERAGE.*

LONDON COUNTY—NUISANCES AND SANITATION.

SEWERAGE AND DRAINAGE. 2, 3, 6.

1. — *Electrical disturbance in wires of telephone company by operations of electric tramway.* A tramway co. acting under a provisional order of the Bd. of Trade conferred by Act of Parliament, and using the best known system of electrical traction, caused electrical disturbance in the wires of a telephone co. acting under licence from the Postmaster-General:—*Held*, that the tramway co. were not liable for nuisance caused by exercise of their statutory authority to use electricity. *NATIONAL TELEPHONE CO. v. BAKER*

[*Kekewich J.* [1893] 2 Ch. 136

2. — *Electricity.* A person who without statutory authority creates on his own land an electric current for his own purposes and discharges it into the earth beyond his control is responsible for damage caused by the current to the same extent as if he had so discharged a stream of water brought by him on his land. *NATIONAL TELEPHONE CO. v. BAKER*

[*Kekewich J.* [1893] 2 Ch. 136

3. — *Hospital—Small-pox hospital—"Other noxious or offensive business."* A local authority may, under s. 131 of the Act of 1875, erect a hospital outside their district without the consent of the authority of the district in which the hospital is to be erected. A small-pox hospital is not an "other noxious or offensive business" within the meaning of s. 112, so as to require such consent under s. 285 of the Act. *WITTINGTON DISTRICT LOCAL BOARD v. MANCHESTER CORPORATION* - Chitty J. *affirm. by C. A.*

[1893] 2 Ch. 19

4. — *House refuse.* Clinkers from a steam laundry are not "house refuse" within s. 42 of the Public Health Act, 1875, and the local authority is not bound to remove them. *LONDON AND PROVINCIAL LAUNDRY CO. v. WILLESDEN LOCAL BOARD* - Div. Ct. [1893] 2 Q. B. 371

5. — *Music.* The giving of musical lessons by a teacher of music and practising does not constitute a legal nuisance to a neighbour. The making of noises on musical instruments to vex

NUISANCE—What amounts to—continued.

or annoy a neighbour is a nuisance. *CHRISTIE v. DAVEY* - - - North J. [1893] 1 Ch. 316

6. — *Noise in street—Bye-law—Proof.* A bye-law of a borough made it an offence to make any noise in any of the streets to the annoyance of the inhabitants:—*Held*, that on a summons for breach of the bye-law by crying newspapers in the street it was not necessary to prove that more than one inhabitant had in fact been annoyed. *INNES v. NEWMAN*

[Div. Ct. [1894] 2 Q. B. 292

7. — *Obstruction to highway—Theatre.* The obstruction of access from a highway to premises adjacent to a theatre by reason of the assembling of a crowd in the highway previously to the opening of the doors of the theatre constitutes a private nuisance to the owner of the adjacent premises. The law of nuisance from obstruction of a highway discussed. *BARBER v. PENLEY*

[North J. [1893] 2 Ch. 447

— *Public urinal.*

See **STREETS AND BUILDINGS—Public Conveniences.**

— *under Rivers Pollution Prevention Act.*

See **RIVER—Pollution.**

8. — *Spiked wall abutting on highway.* The defendants owned a low wall eighteen inches high immediately abutting upon a public highway, and having on the top of it a row of spikes. Found by a jury to be a nuisance. *FENNA v. CLARE & Co.* - - - Div. Ct. [1894] 1 Q. B. 199

9. — *Stables—Tramway company—Special Act.* A tramway company was formed under a special Act to work a line by horse traction. The line did not expressly provide for stables and contained no compulsory powers for taking land. The co. built stables which caused a nuisance:—*Held*, that the co. were not justified by their statutory powers in using the stables so as to cause a nuisance, and that it was no defence to prove that reasonable care had been taken to prevent it. *BAPTE v. LONDON TRAMWAYS CO.*

[C. A. affirm. *Kekewich J.* [1893] 2 Ch. 583

10. — *Statutory works.* (A) Statutory authority was given to a water co. to sink a shaft. In doing so the co. caused noise by the pumps employed, but reasonable care and skill and precaution used to mitigate annoyance to neighbours and no negligence was shown:—*Held*, that the annoyance being temporary and for a lawful object did not amount to a nuisance in law. *HARRISON v. SOUTHWARK AND VAUXHALL WATER CO.* - - - V. Williams J. [1891] 2 Ch. 100

(B) Statutory authority was given to a tramway to use electricity in traction:—*Held*, that they were not liable for damages for disturbance by discharge of their electricity of the wires of a telephone co. *NATIONAL TELEPHONE v. BAKER*

[*Kekewich J.* [1893] 2 Ch. 156

11. — *Temporary annoyance in execution of lawful works.* Temporary annoyance caused by

NUISANCE—What amounts to—continued.

the execution of works in the ordinary user of land is not an unlawful nuisance where all reasonable skill and care is used to avoid annoyance to neighbours. *HARRISON v. SOUTHWARK AND VAUXHALL WATER CO.* V. Williams J. [1891] 2 Ch. 409

12. — *Tree near boundary of field.* It is not a nuisance to allow a yew tree to grow so near the boundary of a neighbour's land as to be eaten by his cattle, unless they can reach the tree without trespassing. *Secus*, where there is a liability to fence against the neighbour's cattle. *PONTING v. NOAKES* - - - Div. Ct. [1894] 2 Q. B. 281

13. — *Trees overhanging land.* L.'s ancient oak trees overhung W.'s land, and had done so to W.'s knowledge for 15 years; they were not dangerous to life or health. W. cut off the overhanging branches without giving notice to L.:—*Held*, that the overhanging branches constituted a nuisance. *LEMMON v. WEBB*

[H. L. (E.) [1895] A. C. 1 affirm.

[C. A. revers. *Kekewich J.* [1894] 3 Ch. 1

— *Unsound fruit.*

See **LONDON—NUISANCES AND SANITATION. 8.**

14. — *Unsound meat—Guilty knowledge.* On a summons under s. 117 of the Public Health Act, 1875, charging a person with having unsound meat on his premises for sale, it is not necessary to shew that the defendant had personal knowledge of the condition of the meat. *BLAKER v. TILLSTONE* - - - Div. Ct. [1894] 1 Q. B. 345

15. — *Unsound meat—Not exposed for sale.* A person having in his possession unsound meat intended for human food can be convicted under s. 117 of the Public Health Act, 1875, notwithstanding that he has not exposed the meat for sale. *MALLINSON v. CARR*

[Div. Ct. [1891] 1 Q. B. 48

And see **LONDON COUNTY—NUISANCES AND SANITATION. 9.**

16. — *Unsound meat—Seized but not condemned—Full compensation.* The owner of meat seized as unsound and brought before a justice for condemnation under ss. 116, 117 of the Public Health Act, 1875, is not entitled as of right to attend and give evidence in defence of the meat; but the justice may, if he thinks fit, hear evidence tendered by the owner; and if the justice after so doing refuses to condemn the meat the full compensation to which the owner will be entitled under s. 308 will include the costs reasonably incurred in resisting the condemnation of the meat. *In re BATES AND THE CORPORATION OF BIRKENHEAD*

[Div. Ct. [1893] 1 Q. B. 679;

[affirm. by C. A. [1893] 2 Q. B. 77

NULLITY OF MARRIAGE.

See **DIVORCE—ALIMONY—Pendente Lite.**

1.

DIVORCE—NULLITY.

O.

OATHS.

By the Commrs. for Oaths Act, 1891 (54 & 55 Vict. c. 50), the Commrs. for Oaths Act, 1889, was amended.

OBJECTION.

— Parliamentary elector.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—OBJECTION.

— Paving expenses.

See LONDON COUNTY—STREETS AND HIGHWAYS. 8-10.

STREETS AND BUILDINGS—New Streets. 7, 8.

— to renewal of Licence.

See INTOXICATING LIQUORS—Licence, *passim*.

— to Title.

See VENDOR AND PURCHASER—Title. 11-13.

OBLIGATION.

— Statutory.

See GAS—Gasworks Clauses Acts. 2.

OBSTRUCTION.

— of Highway.

See HIGHWAY—Obstruction.

NUISANCE—What amounts to. 7.

— of Light.

See LIGHT.

— to Navigation.

See HARBOUR. 1.

— of Right of way.

See HIGHWAY—Right of Way. 2.

NUISANCE—Remedies. 1.

— of Streets.

See LONDON COUNTY—STREETS AND HIGHWAYS. 11-14.

OBTAINING CREDIT.

See BANKRUPTCY—OFFENCES. 3.

OCCUPATION.

— Beneficial.

See RATES—Rateable Occupation.

— of Bank by manager.

See INCOME TAX. 1.

— Qualification for vestryman—Metropolis.

See LONDON COUNTY—AUTHORITIES. 3.

OCCUPATION FRANCHISE.

— Borough vote

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim. 7-10.

"OCCUPIER."

— Gasworks Clauses Act, 1871, s. 89.

See GAS—Gasworks Clauses Act. 1.

OFFENCES.

See CRIMINAL LAW, *passim*.

SUMMARY PROCEEDINGS—Jurisdiction and Practice.

— Bankruptcy.

See BANKRUPTCY—OFFENCES.

OFFENCES—continued.

— Company.

See COMPANY—OFFENCES.

— Continuing.

See LONDON COUNTY—BUILDINGS. 14.

— Ecclesiastical.

See ECCLESIASTICAL LAW—Offences by Clergymen.

— Educational.

See ELEMENTARY EDUCATION. 3.

— Gaming.

See GAMING—OFFENCES.

— against Justice.

See CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE.

— Licensing.

See INTOXICATING LIQUORS—OFFENCES.

— against London Building Acts.

See LONDON COUNTY—BUILDINGS.

— against Merchant Shipping Acts.

See SHIP—MERCHANT SHIPPING ACTS. 2-4, 6.

— against Morality.

See CRIMINAL LAW—OFFENCES AGAINST MORALITY.

— against the Person.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON.

— Political.

See EXTRADITION.

— against Property.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY.

— Public health—Unsound fruit.

See LONDON COUNTY—NUISANCES AND SANITATION. 8.

— Public health—Unsound meat.

See NUISANCE—What amounts to. 14-16.

— by Public Officer.

See CRIMINAL LAW—OFFENCES BY PUBLIC OFFICERS.

— Repeated act—One offence.

See MEDICAL PROFESSION. 1.

— against the State.

See CRIMINAL LAW—OFFENCES AGAINST THE STATE.

— Street musician.

See METROPOLITAN POLICE DISTRICT—OFFENCES.

— Street noises.

See NUISANCE—What amounts to. 6.

OFFENSIVE BUSINESS.

See RESTRAINT OF TRADE—Covenants in Restraint. 5.

OFFENSIVE TRADE.

See LONDON COUNTY — NUISANCES AND
SANITATION. 5.

OFFICE.

— tenure of, by Crown servant.
See CROWN — PREROGATIVE. 3.

OFFICER.

- Bankruptcy.
See BANKRUPTCY OFFICERS.
- of County Court.
See COUNTY COURT — OFFICERS, &c.
- of Company.
See COMPANY — WINDING-UP — EXAMINATION OF OFFICERS; PROCEEDINGS AGAINST DELINQUENT OFFICERS.
- of Inland Revenue.
See SUMMARY PROCEEDINGS — JURISDICTION AND PRACTICE. 5.
- Naval officer — Right to resign commission.
See NAVY.
- Naval officer on board his ship — Service of writ on.
See PRACTICE — SERVICE — Out of Jurisdiction. 21.
- Right to enforce terms of royal warrant.
See MANDAMUS. 2.
- of State — Privileged communication.
See DEFAMATION — LIBEL. 12.

OFFICIAL RECEIVER.

See BANKRUPTCY — OFFICIAL RECEIVER.
COMPANY — WINDING-UP — CONTRIBUTORY.
COMPANY — WINDING-UP — EXAMINATION OF OFFICERS.
COMPANY — WINDING-UP — OFFICIAL RECEIVER.

OFFICIAL REFEREE.

See PRACTICE — REFERENCE — Official Referee.
PRACTICE — NEW TRIAL. 1.

ONTARIO.

Application of the Colonial Probates Act, 1882.

See PROBATE — GRANT OF PROBATE — Colonial Probates Act.

Law of.

See CANADA — Provincial Law — Ontario.
CONFLICT OF LAWS. 6.

ONUS PROBANDI.

- Collision.
See SHIP — COLLISION. 2.
- Innkeepers' liability.
See INNKEEPER. 1.
- Libel — Privilege.
See DEFAMATION — LIBEL. 19.
- Will.
See NEW ZEALAND — Law of New Zealand. 8.
PROBATE — GRANT OF PROBATE. 25, 26.

OPEN SPACE.

See BURIAL. 2, 4; LONDON COUNTY — STREETS AND HIGHWAYS. 2.

OPTION.

- Charterer's, as to place of discharge.
See SHIP — BILL OF LADING — DEMURRAGE. 4.
- to Purchase.
See CONVERSION OF REAL, &c., ESTATE. 2.
LANDLORD AND TENANT — LEASE. 38.
- to Purchase, possession of goods under.
See FACTOR — HIRE AGREEMENT. 3.
- of Tenant for life.
See SETTLED LAND — SETTLED LAND ACTS — TENANT FOR LIFE. 17.

ORAL AGREEMENT.

- to extend Tenancy.
See FRAUDS, STATUTE OF. 9, 10.

ORANGE FREE STATE.

See EXTRADITION.

ORDER.

- Nisi for foreclosure.
See MORTGAGE — FORECLOSURE. 11.
- *Nunc pro tunc*.
See PRACTICE — JUDGMENT — ENTRY. 1.
- Order not drawn up.
See PRACTICE — TRIAL — REHEARING. 1.
- to Wind up Company.
See COMPANY — WINDING-UP — PETITION AND ORDER.

ORDER BY CONSENT.

See PRACTICE — ORDER BY CONSENT.

"ORDER AND DISPOSITION."

See BANKRUPTCY — ASSETS. 13, 14.

ORDER OF COURT.

See SUPREME COURT — RULES.
"Table of Rules and Orders Issued,"
p. ccclix.

ORDINARY.

- Discretion of.
See ECCLESIASTICAL LAW — FACULTY. 4.

ORDINARY COURSE OF BUSINESS.

See FACTOR — HIRE AGREEMENT. 4; Sale by Agent.

ORDINARY COURSE OF POST.

See PARLIAMENTARY, &c., REGISTRATION — Objection. 3.

ORIGINATING SUMMONS.

See PRACTICE — ORIGINATING SUMMONS.

OTTOMAN EMPIRE.

- British jurisdiction in.
See FOREIGN JURISDICTION.
CYPRUS — Law of Cyprus.

Consular Courts.

See COLONIAL COURT OF ADMIRALTY.

OVERCROWDING.

- of Train.
See RAILWAY — PASSENGER. 7.

OVERDRAFT.

- Liability of committee of an exhibition.
See BANKER — ACCOUNT. 4.

OVERHANGING BUILDINGS.

— Right of owner to raise.

See VENDOR AND PURCHASER—Contract. 13.

OVERHANGING TREES.

See NUISANCE—Remedies. 2; What amounts to. 12, 13.

OVERLOADING.

— of Ship.

See SHIP—MERCHANT SHIPPING ACTS. 2, 3.

OVERSEERS.

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), the mode of appointing overseers in rural parishes was altered.

— Preparation of registers by.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Overseer's Duties.

OWNER.

— Adjoining, notice to—Metropolitan Building Acts.

See LONDON COUNTY—BUILDINGS. 16.

— of Goods.

See SHIP—BILL OF LADING, &c.—Consignee.

— of Land allotted on Charitable Trust.

See STREETS AND BUILDINGS—New Streets. 10.

OWNER—continued.

— of Premises.

See LONDON COUNTY—NUISANCES AND SANITATION. 6, 7.

LONDON COUNTY—STREETS AND HIGHWAYS. 4.

— Rating to poor-rate instead of occupier.

See RATES—RATEABLE OCCUPATION. 15, 16.

— of Ship.

See SHIP—BILL OF LADING—Exceptions. 1; Shipowner's Liability.

SHIP—MASTER AND SEAMAN. 3, 4.

— of Settled Land.

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money.

OXFORD.

Vice-Chancellor's Court.] *Rules of the Vice-Chancellor's Court, dated Mar. 21, 1892, made by the Vice-Chancellor with the approval of the Rule Committee of the Supreme Court. St. R. & O. 1892, p. 521; Printed at the Clarendon Press, Price 1s.*

By an O. in C. dated Aug. 23, 1894, the enactments and Rules of the S. C. relating to appeals from County Courts were applied to this Court. St. R. & O. 1894, p. 189 (No. 212); [1894] W. H. (Appx. of O. & R.) p. 5.

OYSTERS.

— Foreign oysters.

See FISHERY—33a. 1.

P.

PACIFIC OCEAN.

— British jurisdiction over.

See FOREIGN JURISDICTION.

— German protectorate.

See EXTRADITION.

— Seal fishery.

See FISHERY—Sea.

PARAMOUNT OCCUPATION.

See RATES—Rateable Occupation. 19.

PARAPHERNALIA.

See MARRIED WOMAN — PROPERTY — Generally. 15.

PARDON.

— Prerogative—Contempt of Court.

See CONTEMPT OF COURT. 4.

PARENT AND CHILD.

— Custody of children.

See INFANT—Custody.

PARISH.*Boundary—Alteration—Public or local Act.]*

Lands in the parish of St. Pancras were purchased as a burial ground for the parish of Bloomsbury under 9 Anne, c. 22 and 10 Anne, c. 11, and on consecration became part of the latter parish. By O. in C. burials were discontinued in the burial ground, and the parish of St. Pancras applied to the County Council, under s. 57 of the Local Government Act, 1888, for an order retransferring the burial ground to St. Pancras. The council gave notice of their intention to hold an inquiry. The parish of Bloomsbury applied for a prohibition:—*Held*, that the s. gives a county council power to amend any part of a public and general Act, which is of a local and personal nature, that the clauses of the statute of Anne relating to the burial ground were local and personal, and that the council had power to make an order. *Rgd. v. LONDON COUNTY COUNCIL* C. A. affirm. Div. Ct. [1893] 2 Q. B. 454

— Formation of, in Quebec.

See CANADA—Provincial Law—Quebec. 5.

— Ownership of soil of highway.

See LIMITATIONS, STATUTE OF. 21.

PARISH CLERK.

1. — *Appointment—Rector under sequestration.* An incumbent became bankrupt and was sequestrated. During the sequestration the office of parish clerk became vacant, and new clerks were appointed both by the incumbent and the curate licensed by the bishop to discharge the ecclesiastical duties of the parish:—*Held*, that the incumbent, notwithstanding his sequestration, is the proper person to appoint the new parish clerk. *LAWRENCE v. EDWARDS* (No. 1) [Chitty J. [1891] 1 Ch. 144

2. — *Office, Nature of.* The office of a parish**PARISH CLERK—continued.**clerk is a temporal office. *LAWRENCE v. EDWARDS* (No. 2) — — — *Chitty J. [1891] 2 Ch. 72*

[See now Local Government Act, 1894 (56 & 57 Vict. c. 73).]

PARISH COUNCIL.*Constitution and Election*, col. 542.*Hiring and Taking Lands*, col. 542.*Overseers*, col. 542.*Constitution and Election.*

By the Local Government Act, 1894 (56 & 57 Vict. c. 73), parish councils and meetings were established and regulated, and provision was made as to the first elections of parish councils and meetings.

By the Registration Acceleration Act, 1894 (57 & 58 Vict. c. 32), the registration of parochial electors in the year 1894 was accelerated.

— Qualification of parochial electors.

See PARLIAMENTARY, &c., REGISTRATION—Claim. 18, 19.

Hiring and Taking Lands.

Order of the Loc. Govt. Bd. dated May 20, 1895, as to compulsory hiring of land for allotments under s. 10 of the Loc. Govt. Act, 1894. St. R. & O. 1895, No. 462.

Order of the Loc. Govt. Bd. dated May 21, 1895, as to compulsory hiring of land for allotments under s. 10 of the Loc. Govt. Act, 1894, Adaptations of Lands Cl. Acts. St. R. & O. 1895, No. 464.

Order of the Loc. Govt. Bd. dated May 22, 1895, as to taking of lands under s. 9 of the Loc. Govt. Act, 1894, by parish and district councils. St. R. & O. 1895, No. 466.

Overseers.

Order of the Loc. Govt. Bd. dated Feb 9, 1895, as to the appointment of overseers by parish councils. St. R. & O. 1895, No. 447.

O. of the Loc. Govt. Bd. dated Feb. 9, 1895, as to appointment of overseers by parish meetings. St. R. & O. 1895, No. 450.

PARLIAMENT.*Deposits and Bonds*, col. 542.*Election Petition*, col. 544.*Petition to Parliament*, col. 544.*Privilege*, col. 545.*Returning Officer*, col. 545.*Deposits and Bonds.*

By the Parliamentary Deposit and Bonds Act, 1892 (55 & 56 Vict. c. 27), provision was made for the release and cancellation of certain deposits and bonds.

1. — *Jurisdiction of Court to release deposits.* The Court has no jurisdiction under s. 1 of the Parliamentary Deposits and Bonds Act, 1892, to make an order for the repayment of a deposit made on behalf of a co. until the time limited for

PARLIAMENT—Deposits and Bonds—continued. the completion of the works has expired, the co.'s compulsory powers for the purchase of lands have expired, and the co. has acquired no lands, given no notices, and raised no capital, and has passed a resolution to abandon the undertaking. *Ex parte* CHAMBERS - North J. [1893] 1 Ch. 47

2. — *Paper company—Parliamentary agent—Promotion expenses.*] A co. authorized by statute had never had any existence except its statutory incorporation. Claims were made against the parl. deposit by the solicitors and their parl. agents for the co.'s bill, and by holders of Lloyd's bonds, and a judgment against the co. for the expenses of carrying through one of the bills:—*Held*, that none of these persons was a creditor of the co. *In re* MANCHESTER, MIDDLETON AND DISTRICT TRAMWAYS CO. - Kekewich J. [[1893] 3 Ch. 638

3. — *Payment out—Notices—Creditors.*] A rlwy. co. had completed and opened for traffic all its undertaking, except a small part, the time for completion of which had expired:—*Held*, that notices to landowners only were sufficient before payment out of the deposits. The co. not being insolvent or abandoned, the question of the rights of the creditors of the co. generally did not arise under s. 1, sub-s. 2, of the Act of 1892, and the Court, in the exercise of the discretion given by sub-s. 3, would dispense with notices to them. *In re* HULL, BARNSELY AND WEST RIDING JUNCTION RAILWAY - Chitty J. [1893] W. N. 83

4. — *Payment out—Priority of claims—“Creditors.”*] The distinction between “meritorious” and “non-meritorious” creditors has since the Act of 1892 ceased to exist, and all creditors have a claim on the deposit in priority to the depositors.

(A) *In re* HULL, BARNSELY AND WEST RIDING JUNCTION RAILWAY Chitty J. [1893] W. N. 83

(B) *Ex parte* BRADFORD AND DISTRICT TRAMS AND TRAMWAYS - Stirling J. [1893] 3 Ch. 463

(C) *In re* MANCHESTER, MIDDLETON AND DISTRICT TRAMWAYS CO. - Kekewich J. [[1893] 2 Ch. 638

5. — *Payment out—Priority of claims—“Creditors.”*] Persons who lent money to promoters of the undertaking to enable them to make the deposit are “creditors” entitled under s. 1 (2) of the Act of 1892 to share in the deposit fund *pari passu* with other creditors of the undertaking. “Creditors” in the sub-s. is not limited to the creditors of a particular part of the undertaking, which has been abandoned, but includes creditors of the co. generally. *Ex parte* BRADFORD AND DISTRICT TRAMS AND TRAMWAYS [Stirling J. [1893] 3 Ch. 463

6. — *Tramway company—Abandonment—Evidence—Board of Trade notice of non-completion.*] An application for the payment out of court of the parl. deposit on the abandonment of a tramway was supported by affidavit, but no Bd. of Trade notice under s. 18 of the Tramways Act, 1870, was produced:—*Held*, that the notice was the only evidence which the Court ought to receive, unless satisfied beyond all dispute that it could not be produced. *In re* DUDLEY AND KINGSWINFORD TRAMWAYS - Kekewich J. [1893] W. N. 162

PARLIAMENT—Deposits and Bonds—continued.

7. — *Tramway company—Liquidator.*] The parl. deposit required by the Bd. of Trade in the case of a tramway co. is not part of the general assets of the co.: it is only made assets for the special purpose of paying the creditors of the co.

Where a tramway co. was being wound up, *held* that the liquidator was not a creditor of the co. nor entitled to receive out of the deposit the general costs of the liquidation or his own remuneration, but only his costs with reference to the application of the deposit. *In re* COLCHESTER TRAMWAYS CO. - North J. [[1893] 1 Ch. 309

Election Petition.

A copy of the shorthand writers' notes of the judgments in all election petitions since the general election of 1892 forms the Parl. Paper, 1893 (25). Price 11½d.

1. — *Amendment—Appeal.*] An order of a Div. Ct., consisting of two election judges, rescinding an order amending an election petition, on the ground that the judge who made it, not being on the rota of election judges, had no jurisdiction, is a decision on a point of law within s. 14 of the Judicature Act, 1881, and no appeal lies therefore to the C. A. without the leave of the Div. Ct. *SHAW v. BECKITT* Div. Ct. [1893] 1 Q. B. 779; C. A. [1893] 2 Q. B. 59

[See now *Supreme Court of Judicature Act*, 1891 (57 & 58 Vict. c. 16).]

2. — *Changing place of trial—“Special circumstances.”*] There is no jurisdiction under s. 11, sub-s. 11, of the Parliamentary Elections Act, 1868, to order a change in the place of trial of an election petition without special circumstances. The mere fact that a trial could be more cheaply and conveniently held in some place other than the borough or county where the election took place does not amount to “special circumstances.” *LAWSON v. CHESTER MASTER* Div. Ct. [1893] 1 Q. B. 245

3. — *Particulars—Scrutiny—Claim of seat.*] Where a petitioner asks for a scrutiny of votes and claims the seat if the scrutiny be in his favour, r. 7 of the Election Petition Rules, 1868, applies to the exclusion of r. 6, and the Court has no jurisdiction to order particulars other than those specified in r. 7, or to enlarge the time for their delivery. *MUNRO v. BALFOUR*

[Div. Ct. [1893] 1 Q. B. 113

4. — *Particulars—Time for delivery.*] Although the general practice may be that particulars under r. 6 of the Election Petition Rules, 1868, should be delivered within seven clear days before the trial of the petition, there is no inflexible rule to that effect. The matter is in the discretion of the Court, and must depend upon the particular circumstances of each case. *RUSHMERE v. ISAACSON* Div. Ct. [1893] 1 Q. B. 118

Petition to Parliament.

Right of subject to petition Parliament.] The right of the subject to petition Parliament does not give him a right of action against any member of the House of Commons for refusing to present his petition. *CHAFFERS v. GOLDSMID*

[Div. Ct. [1894] 1 Q. B. 186

PARLIAMENT—continued.**Private Bills.****— Payment out of capital.**

See SETTLED LAND—GENERAL JURISDICTION. 2.

Privilege.

1. — *Contempt of Court.*] On a motion to commit a member of Parliament for refusing to submit to examination touching a bankrupt's affairs:—*Held*, that the member was protected by his privilege, as the order for committal sought would be not punitive in its nature, but a civil process to enforce obedience to the order of the Court. *In re ARMSTRONG. Ex parte LINDSAY*

[*V. Williams J.* [1892] 1 Q. B. 327

2. — *Contempt of Court—Trustees.*] *Quære*, whether a peer of Parliament is privileged from attachment for contempt in not obeying an order to pay into Court the amount of misapplied trust money. *EARL OF AYLESFORD v. EARL POULETT*

[*North J.* [1892] 2 Ch. 60

Registration of Electors.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

Returning Officer.

Charges—Taxation.] A returning officer whose charges have been taxed under s. 4 of the Parliamentary Elections (Returning Officers) Act, 1875, must return to each candidate out of his deposit, whether a party to the taxation or not, a proportionate part of the amount which has been disallowed. *MARTIN v. TOMKINSON*

[*Div. Ct.* [1893] 2 Q. B. 121

PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION.

Claim, col. 545.

Objection, col. 548.

Overseer's duties, col. 549.

EXPENSES.] *By the "Registration of Electors Act, 1891" (51 & 52 Vict. c. 18), the Parliamentary Registration Act, 1878 (41 & 42 Vict. c. 26), s. 30, was applied to registration expenses in a parish situate in a parliamentary and not in a municipal borough.*

ORDERS.] *The Registration Order, 1895, dated March 8, 1895. St. R. & O. 1895, No. 140, L. 8. Price 4d. Lond. Gaz. March 19, 1895, pp. 1633–1672.*

REMOVAL OF DISABILITIES.] *By the Electoral Disabilities Removal Act, 1891 (54 & 55 Vict. c. 11), certain disabilities caused by absence or break of residence which prevented persons being registered as voters at parliamentary and local elections were removed.*

By the Police Disabilities Removal Act, 1893 (56 & 57 Vict. c. 6), the Police Disabilities Removal Act, 1887, was extended to municipal and other similar elections.

RETURNS.] *Return shewing the number, expenses, and duration of sittings of Courts of Revising Barristers for each year, 1887 to 1892 inclusive. Parl. Paper, 1893 (295). Price 1d.*

Claim.

1. — *Amendment—Borough vote—Revising*

PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim—continued.

barrister—Transfer from one list to another.] A revising barrister cannot transfer the name of a voter on Division 3 of the list (burgess qualification only) to Division 1 (parliamentary and municipal qualification) upon a declaration by the elector that he is entitled to both qualifications, unless he has made a claim to be placed on Division 1. *LORD v. FOX* - *Div. Ct.* [1893]

[1 Q. B. 199

2. — *Amendment—County vote—Ownership list—Revising barrister—Description of qualification.*] A revising barrister cannot amend the third column of the Owners' List by substituting "leasehold" for "freehold" as the description of the qualifying property. *PLANT v. POTTS*

[*C. A. affirm. Div. Ct.* [1891] 1 Q. B. 256

3. — *Amendment—Description of qualification.*] A. claimed to have his name inserted in Division 1 of the list of voters, the "nature of the qualification" being stated as "dwelling-house—successive," the "description of the qualification" being that of two houses: it appeared that A. had lived at the latter of them for the whole of the qualifying period:—*Held*, that the revising barrister had no power to amend the claim, as the qualification for occupation of successive houses was different from that for occupation of a single house; and that it made no difference whether words were sought to be added or struck out, or whether the list of voters or the claim was sought to be amended.

(A) *MANN v. JOHNSON* - *Div. Ct.* [1893]

[*W. N.* 196

(B) *HURCUM v. HILLARY* - *C. A. affirm.*

[*Div. Ct.* [1894] 1 Q. B. 579

4. — *Amendment—Description of qualifying property.*] A person who claimed to have his name inserted in the list of occupiers of a par. borough inserted in his claim, under the head of Nature of Qualification, the word "Dwelling-house," and under that of Description of Qualifying Property, the words "69 Richmond Road, 3 Hamilton Square." The revising barrister amended the statement of the nature of qualification by inserting the word "Successive" after the word "Dwelling-house":—*Held*, that, although, having regard to the provisions of the Registration Order, 1895, Sch. II., Pt. I., s. 19(b), the nature of the qualification was not correctly stated in the claim, yet as on a reasonable construction of the claim the qualification stated must be taken to refer to successive occupation, the revising barrister was right in making the amendment. *SOUTTER v. RODERICK*

[*Div. Ct.* [1895] *W. N.* 156 (7)

5. — *Amendment—Lodger claim—Mistake—Revising barrister.*] A lodger claimed as sole tenant of a bedroom and as joint tenant of a sitting-room, stating his lodgings were of the yearly value of £10 and upwards. The revising barrister, being satisfied that the bedroom alone was of the value of £10, struck out the reference to the joint tenancy, and allowed the vote:—*Held*, that this was a "mistake" in the description of the qualification, which the barrister could amend. *REG. v. MCKELLAR* - *Div. Ct.* [1893] 1 Q. B. 131

And see No. 11, below.

PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim—continued.

6. — *Borough vote—Duplicate entries—Elector's notice of selection—Appeal.*] No appeal lies from a decision of a revising barrister upon the validity of a notice given by an elector, under s. 28 (14) of the Parl. and Mun. Registration Act, 1878, in the case of duplicate entries in the list of voters for a borough, selecting the entry to be retained for voting. *REG. v. LIVERPOOL (REVISING BARRISTER)* - Div. Ct. [1895] 1 Q. B. 155

7. — *Borough vote—Occupation franchise—Bankruptcy.*] A claimant in respect of the occupation of a house as tenant became bankrupt during the qualifying period. The trustee did not interfere with the property, and the landlord continued to accept rent from the bankrupt:—*Held*, that he had been in continuous occupation as a tenant within s. 3 of the Representation of the People Act, 1867, and that the fact that s. 20 of the Bankruptcy Act, 1883, had vested the property in the trustee, did not deprive the bankrupt of his right to vote. *MACKEY v. MCGRIBBE* [Div. Ct. [1891] 1 Q. B. 250

8. — *Borough vote—Occupation franchise—Canons residentiary.*] Canons residentiary of a cathedral who occupy the qualifying premises for three months only in the year are not entitled to a vote. *ROWLAND v. PRITCHARD* Div. Ct. [1893] [W. N. 34

9. — *Borough vote—Occupation franchise—Rating of qualifying property.*] The inhabitant occupier of a dwelling-house which though rateable has not been rated and for which no poor-rate had been paid is not entitled either to the parliamentary or the municipal franchise. *PALMER v. WADE. WADE v. PALMER* [Div. Ct. [1894] 1 Q. B. 268

10. — *Borough vote—Occupation franchise—Stands in market.*] The lessee of a market sublet the area to occupiers of stands for annual payments of over £10. The spaces occupied were not marked or enclosed, but precise position of each was known to the lessee, the occupier, and the occupiers of the other stands:—*Held*, that the occupiers were entitled to the borough occupation franchise. *HALL v. METCALFE* [Div. Ct. [1892] 1 Q. B. 208

11. — *Borough vote—Old lodgers' list—Omission of name of borough.*] The omission of the name of the borough in a claim to be on the old lodgers' list of voters is a mistake which the revising barrister has power to amend and ought to amend under s. 28 (2) of the Parl. and Mun. Registration Act, 1878. *TREADGOLD v. GRANTHAM (TOWN CLERK)* - Div. Ct. [1895] 1 Q. B. 163

12. — *Borough vote—Service franchise—Cubicle.*] A policeman had exclusive occupation by virtue of his service of a cubicle in a dormitory at police barracks, which received light, air, and ventilation in common with others from the space above the top of the partitions; he kept the key of his cubicle and was entitled to lock it up at any time:—*Held*, that the cubicle was not "separately occupied as a dwelling" so as to entitle the policeman to the franchise. *Quere*, whether a bedroom is occupied as a dwelling when the

PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim—continued.

occupant dwells also partially in other rooms *BARNETT v. HICKMOTT* Div. Ct. [1895] 1 Q. B. 691

13. — *County vote—Freehold qualification—Canons residentiary.*] Canons residentiary of a cathedral who are entitled under 4 & 5 Vict. c. 39, s. 25, to a fixed share in the corporate revenues, have no freehold qualification in respect of shares in the freehold lands of the corporation. *HARRIS v. PHILLIPS* Div. Ct. [1891] 1 Q. B. 267

14. — *Municipal Franchise—Qualification—Continuous Occupation.*] Where A. owned premises including a building where he carried on business, and A. transferred premises and business to a company who on the same day demised the building to A. who continued to occupy it:—*Held*, that there had been continuous occupation of the building. *TIMMIS v. ALBISTON* [Div. Ct. [1895] 2 Q. B. 58

15. — *Municipal franchise—Qualification—Joint occupation.*] Where a person was in joint occupation of licensed premises under verbal agreement with his mother, and paid the rates, although not on the rate-book as a ratepayer:—*Held*, that he was qualified by occupation and payment of rates, and entitled to be enrolled as a burgess within the meaning of the Municipal Corporations Act, 1882, s. 11, sub-s. 2. *UNWIN v. McMULLEN* - Div. Ct. [1891] 1 Q. B. 694

16. — *Notice of claim—Agent's clerk—Signature.*] A notice of claim was signed in the appellant's name by agent's clerk instead of by the authorized agent:—*Held*, that the notice was good. *BROWN v. TOMES* [Div. Ct. [1891] 1 Q. B. 253

17. — *Notice of claim—Lodger claim—Signature—Presence of witnesses.*] The claim of a lodger to be registered as a parliamentary elector is invalid unless the attesting witness is present when it is signed. *BODY v. HALSE. HUNT v. HALSE. FENNING v. HALSE* [Div. Ct. [1892] 1 Q. B. 203

18. — *Parochial elector—Freemen.*] A person is not entitled, by reason of his being on the list of freemen for a parliamentary borough, to have his name entered in the parochial electors' list for a parish within the borough, even though he may reside within the parish. For the list of freemen is not a portion of the parliamentary register of electors relating to the parish within the Loc. Govt. Act, 1894, s. 2 (1). *HART v. BEARD* - Div. Ct. [1895] W. N. 156 (4)

19. — *Parochial elector—Woman—Ownership qualification.*] A woman is not qualified by virtue of the ownership of property to have her name placed on the register of parochial electors of a parish under the Loc. Govt. Act 1894, even though she be married. *DRAX v. FROOKS* [Div. Ct. [1895] W. N. 147 (5)

Objection.

1. — *Declaration—Evidence in absence of claimant.*] A., whose vote had been objected to, made a declaration stating his qualification pursuant to s. 26 of the Parl. and Mun. Registration Act, 1878, but did not attend. Evidence was

PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Objection—*contd.*

given that the premises mentioned in the declaration had not been occupied by A. during the qualifying period:—*Held*, that the revising barrister had power to receive the evidence. *TRAINOR v. STARBRUCK* Div. Ct. [1893] W. N. 193

2. — *Notice of objection—Qualification of objector.* An objector is qualified under s. 17 of the Registration Act, 1843, for the purposes of his objection if his name be on the list of voters prepared by the overseers at the time when he makes the objection, notwithstanding that before the objection is heard the objector's name has been struck off the list by the revising barrister. *PEASE v. TOWN CLERK OF MIDDLESBOROUGH*

[Div. Ct. [1893] 1 Q. B. 127]

3. — *Notice of objection—Service—"Ordinary course of post."* Notices of objection to soldier voters were posted so as to have been delivered in time elsewhere in the borough except in barracks. Letters addressed to barracks were not delivered by postmen, but fetched from the post office by orderlies:—*Held*, that as by the "ordinary course of post," within s. 100 of the Parliamentary Voters' Registration Act, 1843, the notices would have been delivered in time, they had been served in time, and that the fact that by the action of the military authorities or the Post Office, or both the ordinary delivery had been displaced by an extraordinary one, did not affect the objector, and that due service was proved by production of duplicate notices stamped by the Post Office under s. 100. *KEMP v. WANKLYN*

[C. A. [1894] 1 Q. B. 583 *revers.*]

[Div. Ct. [1894] 1 Q. B. 265]

4. — *Notice of objection—Signature—Sufficiency—Place of abode of objector.* Notices of objection to certain county voters were signed by "J. B., of B. Terrace, on the register of electors for the township of Bodmin borough," but omitted to state in what town the terrace was situated. The revising barrister found as a fact that no one had been deceived by the omission:—*Held*, that the description of the objector's abode was sufficient. *HICKS v. STOKES*

[Div. Ct. [1893] 1 Q. B. 124]

5. — *Notice of objection—Signature.* A notice of objection given to overseers is not rendered invalid by the mere fact that the signature of the objector precedes the names of the voters objected to, instead of being placed after them as prescribed in the form. *UTTON v. WADE*. *GALE v. OVEREND*. *MOORE v. ATKINSON*

[Div. Ct. [1891] 1 Q. B. 269]

Overseers' Duties.

Misconduct—Indictable misdemeanour. An offence by an overseer, with respect to preparation of the register, within the meaning of s. 51 of the Parliamentary Registration Act, 1843 (6 & 7 Vict. c. 18) is not an indictable misdemeanour, since the statute creates the duties of the overseer and prescribes the penalties for default in their execution. *REG. v. HALL*

[Charles J. [1891] 1 Q. B. 747]

"PAROCHIAL PURPOSE."

See BURIAL. 3.

PAROL GIFT.

— Validity.

See GIFT.

PARSONAGE HOUSE.

See ECCLESIASTICAL LAW—Parsonage House.

PARTIAL INTESTACY.

— Rights of widow under the Intestates' Estates Act, 1890.

See INTESTACY.

PARTICULARS.

See PRACTICE—PARTICULARS.

— Misleading.

See VENDOR AND PURCHASER—Contract. 1.

— of objection to Patent.

See PATENT—Practice. 4—6.

— Parliamentary election petition.

See PARLIAMENT—Election Petition. 3, 4.

— Solicitor's clerk signing particulars.

See COUNTY COURT—Costs. 6.

PARTIES.

See INFANT—Party to Action.

MORTGAGE—FORECLOSURE. 8, 9.

PRACTICE—PARTIES.

— to Contract.

See CONTRACT—Parties.

PARTITION.

1. — *Action for—Parties—Mortgagees.* To an action for partition brought by the owner of the equity of redemption of an undivided share of land subject to mortgages affecting the whole, and the pltf.'s mortgagee and the overriding mortgagees were made parties. On a motion to dismiss the action as against the mortgagees as disclosing no reasonable cause of action:—*Held*, that they had been wrongly joined, not being necessary or proper parties to a partition action. *SINCLAIR v. JAMES*. — North J. [1894] 3 Ch. 554

— Action for change of solicitors.

See SOLICITOR—LIEN. 1.

2. — *Costs—Incumbrances—Separate sets of costs.* In a partition action only one set of costs can be allowed for each share. If some of the shares are incumbered, and some not, the incumbrancers cannot each have a separate set of costs out of the general estate, but each share must bear the costs of its own incumbrances. *CATTON v. BANKS*. — Kekewich J. [1893] 2 Ch. 231

3. — *Equitable mortgage of share—Priority as between mortgagee out of possession and co-owners of mortgagor.* A., who was entitled to a share of the proceeds of property which had been sold in a partition action had created an equitable charge thereon in favour of B. A., who had been in possession and in receipt of the rents of part of the property, had retained more than his share of such rents:—*Held*, that the rents received by A. in excess of his share must be brought into account as between him and his co-owners, in priority to B., who, not having gone into possession, as he might have done, could not be in a better position than A. his mortgagor. *HECKLES v. HECKLES*. — Stirling J. [1892] W. N. 188

4. — *Improvements—Contribution.* A tenant for life of property and owner in fee of a moiety

PARTITION—continued.

of the property borrowed money on mortgage, which with other money was expended in permanent improvements:—*Held*, that the present value of the improvements (not exceeding the amount of the mortgage), must be borne rateably by both moieties. *In re JONES. FARRINGTON v. FORRESTER* - - North J. [1893] 2 Ch. 461

5. — *Lunatic out of jurisdiction—Conveyance*]

In a partition action one of the defendants, the tenant in tail of an undivided share, was a lunatic out of the jurisdiction:—*Held*, that the lunatic was a trustee of the share, and that under s. 9 of the Trustee Act, 1850, there was power to make a vesting order. The Court, under s. 20 of the Act, appointed the chief clerk a person to convey the lunatic's undivided share, and ordered the purchase-money of that share to be paid into Court as money liable to be invested in land subject to the same limitations as the lunatic's undivided share. *CASWELLS v. SHEEN*

[North J. [1893] W. N. 187

6. — *Mortgage of share in moieties—Covenant for further assurance.*] A person absolutely entitled to one moiety of an estate and contingently to the other moiety, mortgaged both moieties, and subsequently sold his contingent moiety for value. The conveyance did not mention the mortgage, but contained a covenant for further assurance. In a partition action, *held*, that the absolute moiety must bear the mortgage debt, as the effect of the covenant for further assurance was to enable the covenantee to call on the covenantor to pay off the mortgage. *In re JONES. FARRINGTON v. FORRESTER* - - North J. [1893] 2 Ch. 461

7. — *Party wall—Trespass—Mandatory injunction.*] Notwithstanding the abolition of the writ of partition a tenant in common is entitled as of right to a partition of the common property subject to the provisions for sale contained in the Partition Act, 1868. A party wall held in common separated the gardens of the plaintiffs and defendant. The plaintiffs pulled down part of the wall and rebuilt it as part of an addition to their house, with concrete foundations and footings extending further into the property of the defendant than the original foundation. At the height of the old wall they set back the new wall half the thickness of the old wall:—*Held*, that the plaintiffs were entitled to a partition of the wall vertically and longitudinally. A mandatory injunction against permitting the foundation and footings to remain on defendant's land refused. *MAYFAIR PROPERTY CO. v. JOHNSTON* - - North J. [1894] 1 Ch. 508

8. — *Sale—Power to give receipts.*] Trustees under the Acts can give a good receipt for purchase-money of land sold in a partition action. *PYNE v. PHILLIPS* - - North J. [1895] W. N. 8

9. — *Sale—Request by infant—Conversion.*] The mere request by solicitors or counsel for an infant does not operate as an election by the infant to take as personalty. The funds, therefore, to be carried over must be stated to be real estate as required by r. 21 of the Supreme Court Fund Rules, 1886. *HOWARD v. JALLAND*

[Kekewich J. [1891] W. N. 210

10. — *Sale—Set-off—Interest.*] In a partition action real estate was sold in lots with liberty to

PARTITION—continued.

the co-owners to bid. One of them bought certain lots and was allowed to set-off part of the purchase-money against his share of the funds:—*Held*, that he should neither gain nor lose by the transaction. Ordered that he should pay such interest as the purchase-money would have earned if paid into Court, i.e., 3 per cent. *In re DRACUP. FIELD v. DRACUP* - - North J. [1894] 1 Ch. 68

PARTNERSHIP.

Accounts, col. 552.

Contract, col. 552.

Dissolution, col. 553.

Liabilities, col. 555.

Property, col. 557.

Accounts.

1. — *Agreement to share profits in betting transaction—Right to account.*] Where A. and B. entered into a partnership to share profits of betting on races, and A. advanced money for the purpose of the partnership:—*Held*, that as B. had received money on account of A. and the betting part of the transaction was purely collateral, A. was entitled to have an account. *HARVEY v. HART* - - Stirling J. [1894] W. N. 72

2. — *Death of partner before actual taking of account.*] A partner died ten days after the termination of the partnership year 1890-1, and before the account for that year was taken:—*Held*, on the construction of the articles, that the rights of the parties were governed by an account to be taken for that year, and not by the signed accounts for 1889-90. *HUNTER v. DOWLING (No. 1)* - - Romer J. [1893] 1 Ch. 391; [affirm. by C. A. [1893] 3 Ch. 212

3. — *Death of partner before actual taking or signing of account—Goodwill.*] A partner died after the termination of a partnership year, but before the taking of the account for that year. At the date of his death negotiations were on foot for the sale of leaseholds and plant belonging to the partnership to a railway co., which ultimately resulted in a sale. The price included a sum for goodwill:—*Held*, that the deceased partner's share included an apportioned part of the price of the leaseholds and plant, but no part of the price of the goodwill. *HUNTER v. DOWLING (No. 2)* - - North J. [1895] 2 Ch. 223

Contract.

1. — *Access to books—Copies—List of customers—Goodwill.*] An injunction granted by the H. L. restraining a partner during the continuance of the partnership from making copies of entries in the partnership books with the avowed object of using those entries after the termination of the partnership to assist him to compete in business with his former partners. *TREGO v. HUNT. H. L. (2).* [1895] W. N. 153 (8) [revers. C. A.; affirm. Stirling J. [1895] 1 Ch. 463

2. — *Articles—Clause as to bankruptcy—Invalidity.*] Partnership articles contained a clause providing for ceasing of partnership on bankruptcy and retention of bankrupt's share as a loan to remaining partners. Three partners became bankrupt, and the trustees in their bankruptcy sued to have the bankruptcy clause declared

PARTNERSHIP—Contract—continued.

invalid, and for the appointment of a receiver and manager of the business:—*Held*, that the clause must be treated as void, and that the solvent partner should be appointed receiver and manager, but that he must give security, pass his accounts, furnish the trustees with proper accounts, allow them all reasonable access to the books, and pay the balances in his hands into a bank to be agreed. *COLLINS v. BARKER*

[*Stirling J.* [1893] 1 Ch. 578]

8. — *Contract of service.*] The analogy between directors and partners is incomplete, and the same director may act for two rival cos., though he may not disclose to one information confidentially obtained from the other. *LONDON AND MASHONALAND EXPLORATION CO., LD. v. NEW MASHONALAND EXPLORATION CO. LD.*

[*Chitty J.* [1891] W. N. 165]

4. — *Option of purchase.*] Articles of partnership gave A., one of the partners, an option of purchase on the determination of the term by effluxion of time. The term having expired the business was continued as a partnership at will: *Held*, that on the dissolution of the partnership the provisions of the original articles applied and that A. was entitled to purchase. *DAW v. HERBING*

— *Stirling J.* [1892] 1 Ch. 284

5. — *Quasi-partnership—Loan—Interest varying with profits—Bankruptcy.*] A person lent a trader money at a fixed rate of interest, with a proviso that, if the trader could not pay the agreed rate out of his profits, the lender should make him an allowance:—*Held*, by Div. Ct., that the loan was in effect an advance at a rate of interest varying with the profits, and, consequently, on the bankruptcy of the trader the lender's claim must be postponed to those of the other creditors under s. 3 of the Partnership Act, 1890. But *held* by C. A., that the agreement was void for uncertainty, and that the lender was entitled to prove for the unpaid balance. *In re VINCE. Ex parte TRUSTEE IN BANKRUPTCY*

[C. A. [1892] 2 Q. B. 478 *revers.* Div. Ct.]

[1892] 1 Q. B. 587]

6. — *Receipt of share of profits—Implied agreement for partnership—Land employed in business.*] Under the Partnership Act, 1890, as before the Act, though the receipt of a share of profits of a business is *prima facie* evidence of partnership, yet all the circumstances must be regarded, and an inference drawn from them as a whole.

Partners borrowed money on the security of freeholds of which they were tenants in common, and expended the money in improving part of the freehold in which the business was carried on:—*Held*, that s. 20 (3) of the Act applied, and that none of the freehold had become partnership property so as to descend as personality. *DAVIS v. DAVIS*

— *North J.* [1894] 1 Ch. 393

Dissolution.

1. — *Application of assets—Costs.*] In a partnership action the partnership assets consisted of a fund in court:—*Held*, that the fund should be applied first in paying a debt due to one partner on loan account, then in placing the partners on a footing of equality as regarded capital, that

PARTNERSHIP—Dissolution—continued.

the surplus should be applied in payment of the costs of the action, and that the rest of the costs should be borne by the partners in proportion to their interests. *ROSS v. WHITE* — C. A. *affirm.*

[*Kekewich J.* [1894] 3 Ch. 328]

2. — *Arbitration clause.*] (A) The question whether there ought to be a dissolution of partnership cannot be referred to arbitration, although it be one of the questions which were intended to come within the arbitration clause in the partnership articles. *TURNELL v. SANDERSON*

[*Kekewich J.* [1891] W. N. 71]

(B) Where articles of partnership contain a clause referring all matters in difference between the partners to arbitration, an arbitrator has power to decide whether or not the partnership shall be dissolved, and to award a dissolution, though the Court has full discretion to determine, on a motion to stay proceedings under the Arbitration Act, 1889, whether the matters in dispute shall be tried out in the action or referred to arbitration. *VAWDREY v. SIMPSON*

[*Chitty J.* [1895] W. N. 152 (7)]

But see No. 4, below.

3. — *Arbitration clause—Receiver.*] The mere fact of dissolution of a partnership does not give one partner an absolute right, as against his co-partners, to have a receiver appointed of the partnership business; nor, on the other hand, is the jurisdiction of the Court to appoint a receiver ousted by an arbitration clause, but where there is such a clause the Court may appoint a receiver and stay all proceedings in an action for dissolution. *PINT v. RONCORONI*

[*Stirling J.* [1892] 1 Ch. 633]

4. — *Arbitration clause—Return of premium—Motion to stay.*] Articles of partnership provided for arbitration in case of difference between the partners. In an action for dissolution, one of the partners claimed the return of premium paid by him. The deft. moved for stay of proceedings and reference to arbitration. The plff. objected that the arbitrator would be unable to determine whether the premiums should be refunded:—*Held*, that the arbitrator would have power under a reference to award dissolution, including, if necessary, return of premiums, and that proceedings should be stayed and the matters in dispute referred to arbitration. *BELFIELD v. BOURNE*

— *Stirling J.* [1894] 1 Ch. 521

— *Bankruptcy of partners.*

See BANKRUPTCY—PARTNERSHIP.

5. — *Death of partner—Remuneration of surviving partner for carrying on business at a loss.*] A partner who carries on a business after dissolution of the partnership by the death of a partner with the concurrence of the executors of the deceased partner and for the benefit of the firm is not entitled to any remuneration for his services unless the business has been carried on at a profit. *In re ALDRIDGE. ALDRIDGE v. ALDRIDGE*

— *North J.* [1894] 2 Ch. 97

6. — *Effect on contract to employ agent.*] A partnership agreed to employ B. as their agent for a fixed period. Before the period expired two of the partners retired. The continuing partners

PARTNERSHIP—Dissolution—continued.

offered to employ B. on the same terms for the remainder of the period. B. refused:—*Held*, that the dissolution operated as a wrongful dismissal of B., but that he was only entitled to nominal damages. *BRACE v. CALDER*

[C. A. revers. *Wright J.* [1895] 2 Q. B. 253

7. — *Joint creditor—Bankruptcy of all partners.*] After dissolution one partner brought a partnership action, and a receiver and manager was appointed. A judgment creditor of the firm obtained on Ap. 4 an order for the receiver to pay him his debt and costs. On Ap. 5 all the partners were adjudicated bankrupt, but there was no joint adjudication against the firm. In drawing up the order the registrar dated the same May 16, to let in an affidavit of the latter fact:—*Held*, that the judgment creditor was not entitled to an order for payment of his debt and costs, as the interest of each partner had vested in his trustee in bankruptcy before May 16, and because he had acquiesced in the postdating of the order. *MITCHELL v. WEISE. Ex parte FRIEDHEIM* — *Chitty J.* [1892] W. N. 139

— *Partnership debt—Retirement of partner.*

See PRINCIPAL AND SURETY—Discharge.

3.

— *Partner of unsound mind—Injunction.*

See PRACTICE—INJUNCTION. 31.

Legal Proceedings.

See PRACTICE—PARTIES.

PRACTICE—SERVICE—Firms.

Liabilities.

1. — *Bankruptcy — Partnership creditor — Separate estate of partners.*] Sect. 40 (3) of the Bankruptcy Act, 1883, leaves the law as it was previously. Therefore, where there is no joint partnership estate, a creditor of the partnership is entitled to have his debt paid out of the separate estates of the separate partners on an equality with the separate creditors. *In re BUDGETT. COOPER v. ADAMS*

[*Chitty J.* [1894] 2 Ch. 557

2. — *Bankruptcy — Partnership creditor — Separate estate of partners—Proof by solvent partner for separate debt against separate estate of insolvent partner.*] Where a partnership is insolvent and a proof is tendered by the solvent partner against the separate estate of the insolvent partner, in respect of a separate debt, it is no objection thereto that the dividend to be received from the insolvent's separate estate will swell the surplus of what will eventually go to the solvent partner's estate to pay the joint debts of the partnership. *In re HEAD. Ex parte HEAD* (No. 1) — *V. Williams J.* [1894] 1 Q. B. 638

3. — *Breach of trust by co-partner—Negligence.*] Money was entrusted to a firm of solicitors for investment:—*Held*, (1) that the firm was liable for breach of trust committed by a partner in lending trust money of a client on improper security; (2) that the liability extended to the estate of a deceased partner; (3) that judgment recovered from one partner did not discharge the liability of the others. *BLYTH v. FLADGATE. MORGAN v. BLYTH. SMITH v. BLYTH*

[*Stirling J.* [1891] 1 Ch. 337

PARTNERSHIP—Liabilities—continued.

4. — *Duty to co-partners—Use of confidential information.*] A partner who by information acquired as a partner makes profits in any kindred or competing business must account for those profits to the firm. *Secus*, if he use the information for purposes which are wholly without the scope of the partnership business.

A member of a firm of shipbrokers assisted in forming a joint stock co. for building ships. In doing so he used information obtained as a partner and occasionally the name and office-paper of his firm. He was paid for his services in forming the co., and made a director of it. He threatened to set up as a shipbroker under the name of his old firm:—*Held* (1), by *Kekewich J.* and *C. A.*, that he must be restrained from so using his firm's name; (2) by *C. A.*, reversing *Kekewich J.*, that as the business of the new co. was without the scope of the partnership and did not compete, an account of profits could not be decreed. *AAS v. BENHAM* — *C. A. revers. Kekewich J.*

[1891] 2 Ch. 244

5. — *Execution against firm—Sale of partnership property — Bankruptcy of one partner — Interpleader.*] When execution has been levied against a firm for a partnership debt, and one partner presents his petition in bankruptcy within 14 days, and a receiving order is made against him, s. 11, sub-s. 2, of the Bankruptcy Act, 1890, does not apply, and the official receiver is not entitled to the net proceeds of sale in the hands of the sheriff. *DIBB v. BROOKE & SONS*

[*Div. Ct.* [1894] 2 Q. B. 338

6. — *Judgment against one partner—Charge upon interest—Right to account.*] Where a separate judgment creditor of a partner has obtained a charging order on his interest under s. 23, sub-s. 2, of the Partnership Act, 1890, he only has such remedies as if the charge had been made by the partner, and except under special circumstances an order will not be made on the other partners for an account. *BROWN, JANSSEN & Co. v. A. HUTCHINSON & Co.* (No. 2)

[*C. A. revers. Day J.* [1895] 2 Q. B. 126

7. — *Misrepresentation by co-partner—Misappropriation of client's moneys.*] The pliff. deposited sums of money at various times with a firm of solicitors for investment. The moneys were embezzled by a clerk, but representations were made on behalf of the firm that the investments had been made and interest was paid:—*Held* (1), that an innocent partner was bound by the misrepresentations of the firm which prevented the client from discovering the misappropriation until many years after the misappropriation occurred; (2) that the Trustee Act, 1888, did not apply so as to enable the innocent partner to plead the Statute of Limitations as a bar to the action; (3) that the client could prove against the separate estates of the partners in case the joint estate was insufficient. *MOORE v. KNIGHT*

[*Stirling J.* [1891] 1 Ch. 547

8. — *Novation — Transfer from current to deposit account—Liability of deceased partner.*] Shortly after the death of G., a partner in a bank, T. transferred a sum from his current account to a deposit account. T. subsequently paid into and drew out of his current account

PARTNERSHIP—Liabilities—continued.

sums exceeding that transferred. The bank stopped payment:—*Held*, that the transaction was the same as if T. had drawn a cheque for the sum, and paid the proceeds into the deposit account. It was an entirely fresh contract, and G.'s estate was discharged. *In re HEAD. HEAD v. HEAD* (No. 2) — C. A. affirm. *Chitty J.* [[1894] 2 Ch. 236]

9. — *Payment of interest by firm—Statute of Limitations.* A. retired from a firm. His retirement was not gazetted. Interest on a loan continued to be paid by the firm in the firm's name, in accordance with the deed of dissolution which stipulated for payment and discharge of the loan:—*Held*, that the statute did not begin to run, notwithstanding s. 14 of the Mercantile Law Amendment Act, 1856, for under the circumstances the payment of interest after his retirement by the continuing partners must be taken to be made by them on his behalf and as his agents. *In re TUCKER. TUCKER v. TUCKER* (No. 2) [Romer J. [1894] 1 Ch. 724; affirm. by C. A.] [[1894] 3 Ch. 429]

10. — *Scope of partnership—Deposit of securities to bearer.* A. applied to B., a member of a firm of solicitors, to obtain a loan on mortgage of land. B. obtained the mortgage from clients of his firm, but falsely told A. that the mortgagees required collateral security, and obtained securities to bearer from B. On previous occasions A. had deposited security with B.'s firm to secure loans. The firm was in the habit of holding securities to bearer for their clients:—*Held*, that it was within the scope of B.'s apparent authority to take custody of the securities, and that his partners were liable for a misappropriation by him of the securities. *RHODES v. MOULES* [C. A. revers. Kekewich J. [1895] 1 Ch. 236]

11. — *Separate debt of partner—Judgment creditor—Receiver—Foreign firm.* Sect. 23 of the Partnership Act, 1890, which enables a judgment creditor of a partner to obtain a receiver of his interest in the partnership applies to a foreign firm having a branch in England. *BROWN, JANSEN & Co. v. A. HUTCHINSON & Co.* (No. 1) [C. A. [1895] 1 Q. B. 737]

Property.

O. in C. June 28, 1892, applying s. 23 of the Partnership Act, 1890, to the Mayor's Court of London. *St. R. & O.* 1892, p. 520; *Lond. Gaz.* July 1, 1892, p. 3789.

— *Bankruptcy—Effect of, on personal earnings.*
See **BANKRUPTCY—ASSETS.**

1. — *Fiduciary capacity.* A partner receiving money on account of himself and partner does not receive it in a fiduciary capacity within s. 4, sub-s. 3, of the Debtors Act, 1869. *PIDDOCKE v. BURT* — *Chitty J.* [1894] 1 Ch. 343

2. — *Infant partner—Judgment debt.* (A) Judgment can be obtained and execution against the partnership property issued in the case of a firm one of the partners of which is an infant. *HARRIS v. BEAUCHAMP BROTHERS*

[C. A. [1893] 2 Q. B. 534]

(B) Where one partner in a firm is an infant, judgment cannot be recovered or execution issued

PARTNERSHIP—Property—continued.

or bankruptcy proceedings taken against the firm simply, but recovery, &c., may be had against the firm "other than the infant partner." *LOVELL & CHRISTMAS v. BEAUCHAMP* — H. L. (E.) [[1894] A. C. 607, varying C. A. [1894] 1 Q. B. 1]

3. — *Real estate.* Principles regulating the devolution of land held for a partnership or other common object discussed. *In re WILSON. WILSON v. HOLLOWAY* — North J. [1893] 2 Ch. 340

4. — *Sale of business.* Four partners traded under the firm of A. & Co. One resident abroad gave B., a co-partner, power of attorney to a second to sell or concur in selling any of his property. The partner in England agreed to sell their business as a going concern, B. concurring also as A.'s attorney. The agreement contained provisions entitling the purchaser to carry on business as A. & Co. and a covenant by the partner not to trade within fifty miles of the seat of the partnership business:—*Held*, (1) that stipulations in the agreement as to deferred capital did not constitute a new partnership, but only a mode of paying the agreed price, and were within the power of attorney; (2) that the licence to trade as A. & Co., and the agreement not to trade if not authorized by the power, were stipulations in favour of the purchaser and could be waived by him. *Semble*, that the agreement not to trade was authorized by the power of attorney, as a going concern could not be sold to advantage with such a stipulation. *Quere*, whether the authority to trade as A. & Co. was within the power. *HAWKESLEY v. OUTRAM*

[C. A. revers. Romer J. [1892] 3 Ch. 359]

— *Transfer of property.*

See **STAMPS.**

Solicitors.

See **SOLICITOR, passim.**

PARTY.

— to Action.

See **PRACTICE—PARTIES.**

INFANT—Party to Action.

PARTY WALL.

See **PARTITION. 6.**

— *Metropolis.*

See **LONDON COUNTY—BUILDINGS. 16.**

PASSENGER.

— on Railway.

See **RAILWAY—PASSENGER.**

— on Tramway.

See **TRAMWAY COMPANY.**

"PASSING UPON."

See **HIGHWAY—Obstruction. 1.**

PATENT.

Colonial and International Arrangements, col. 559.

What can be subject of, col. 559.

Infringement, col. 559.

Licence, col. 560.

Ownership, col. 560.

Patent Agent, col. 560.

Practice, col. 560.

Prior Publication, col. 562.

PATENT—continued.

Prolongation, col. 563.

Registration, col. 564.

Threats, col. 564.

Validity, col. 565.

Colonial and International Arrangements.

O. in C. have been issued of the undermentioned dates during the years 1891–5, applying certain provisions of the Patents, Designs, and Trade Marks Act, 1883, as to Patents to the following Foreign Countries and Colonies; references are appended to the Volumes of Statutory Rules and Orders in which these O. in C. are printed at length:—

Denmark, Nov. 20, 1894. 1894, p. 56.

Roumania, Aug. 5, 1892. 1892, p. 650.

Tasmania, Ap. 30, 1894. 1894, p. 54.

Western Australia, May 11, 1895. 1895, No. 245.

Zanzibar, May 16, 1893. 1893, p. 405.

O. in C. dated Feb. 2, 1895, declaring that the provisions of the Patents, &c., Acts, 1883 to 1888, shall cease to apply to Guatemala. St. R. & O. 1895, No. 62. Price 1d.

[The similar O. in C. issued prior to 1891 are referred to in the "Index to Statutory Rules and Order," 1893 edit. St. O. P. No. 245.]

What can be subject of.

1. — *New invention, what is.* An invention is different from a discovery, and a discovery is not subject-matter for a patent unless it is an addition not only to knowledge, but to known inventions, and produces either a new and useful thing or result, or a new and useful mode of producing an old thing or result. *Per Lindley L.J. LANE-FOX v. KENSINGTON AND KNIGHTSBRIDGE ELECTRIC LIGHTING CO.*

[O. A. [1892] 3 Ch. 424, at p. 428]

2. — *Pattern sleeve.* *Seemle*, that a card-board pattern sleeve may be the subject of a patent as an instrument or tool. *HOLLINRAKE v. TRUSWELL* - C. A. [1894] 3 Ch. 420

Infringement.

1. — *Colourable use of invention as a separate tool.* Where A. sent out tools (colourably as hand-tools) which when affixed to a machine of A.'s turned it into a machine having B.'s inventions in it:—*Held*, that this was an infringement although the tools were capable of being shewn detached from the machine as a novel tool. *SHON MACHINERY CO. v. CUTLAN (No. 1)* Romer J. [1895] W. N. 102

— County Court jurisdiction.

See COUNTY COURT—JURISDICTION.

2. — *Improvements — Extent of protection.* Where a patent had been granted (in Ceylon) merely for improvements upon the mechanism of an old and known machine:—*Held*, that the patentee's exclusive right thereto could not be permitted to exceed the exact terms of his specification; and that the deft.'s improvements which had the same object, but were effected in a manner not strictly corresponding to the specification, were not an infringement of his patent. *BROWN v. JACKSON* - J. C. [1895] A. C. 448

PATENT—continued.**Licence.**

Exclusive licence—Non-payment of royalty—Revocation. A. granted to B. an exclusive licence to work A.'s patent, B. covenanting (1) to pay the royalties, (2) to push the sale, (3) to keep proper books. Power was given to B. to revoke, but no such power was given to A. A. purported to revoke the licence, (1) for non-payment of the royalties, (2) failing to push the sale, (3) for wilful deviation from the specifications, &c. B. brought an action for an injunction. A. counter-claimed for a declaration that the licence was revoked by his notice, and for the payment of the royalty:—*Held*, by Romer J., that non-payment of the royalty did not entitle A. to revoke, that the 2nd and 3rd grounds were not founded on fact, and that B. was entitled to the injunction, and A. to judgment for the royalties due:—*Held*, by C. A., that on the construction of the licence there was an implied covenant not to revoke, and that the obligations imposed by the document were inconsistent with its being revocable, and that there was no such breach of the conditions as would entitle A. to revoke. *GUYOT v. THOMSON*

[O. A. affirm. Romer J. [1894] 3 Ch. 388]

Ownership.

Co-owner by purchase or charge. The general rule that a co-owner of a patent is entitled to work it for his own benefit applies also in the case of assignees or mortgages of shares in a patent:—*Held*, therefore, in an action to redeem the mortgaged moiety of a patent, that the mortgagee, not having received royalties, was not obliged to account for the profits made while he was the holder of the mortgage. *STEEBS v. ROGERS* - C. A. [1892] 2 Ch. 13;

[affirm. by H. L. (E.) [1893] A. C. 232]

Patent Agent.

Register of Patent Agents Rules, 1891, dated Nov. 18, 1891. St. R. & O. 1891, p. 573.

Register of Patent Agents Rules, 1889—Validity. The Patents, &c., Act, 1883, provided for the making of rules, applying thereto s. 101 of the Act of 1883, which enacted that general rules after being laid before Parl. "shall be of the same effect as if they were contained in this Act." The Register of Patent Agents Rules, 1889, were made under this power, and duly laid before Parl. They provided for registry of certain persons and for an annual fee. L., a person entitled to be registered, was registered, but refused to pay the annual fee:—*Held*, that the rules were *intra vires*:—*Held*, also, Lord Morris dissent., the rules, having laid before Parl. for forty days without being questioned, had statutory authority, and that it was not within the province of the Courts to question their validity:—*Held*, also, that the only remedy for breach of the rules was that thereby prescribed, namely, a fine on summary conviction. *INSTITUTE OF PATENT AGENTS v. LOCKWOOD*

[H. L. (S.) [1891] A. C. 347]

Practice.

1. — *Action to restrain infringement—Leave after trial for defendant to adduce further evidence*

PATENT—Practice—continued.

on appeal — Jurisdiction of Court of Appeal — Patents Act, 1883, s. 29—R. S. C., O. LVIII., r. 4.] Anticipation was one of the grounds of defence to an action for infringement of patent, and the judge held the patent to be valid, and granted an injunction against the deft. After the trial the deft. gave notice of appeal, and applied to the C. A. for leave to amend his particulars of objections, and to adduce further evidence of anticipations at the hearing of the appeal:—*Held*, that under the combined operation of the Patents Act, 1883, s. 29, and O. LVIII., r. 4, the C. A. had jurisdiction to make the order, but that on the merits leave ought not to be granted in the present case. *SHOE MACHINERY Co. v. CUTLAN* (No. 2)

[O. A. [1895] W. N. 143 (10)]

2. — *Amendment of pleadings—Infringements after action.]* Where plttf. in an action for infringement claimed to put in evidence machines alleged to be infringements (of a different nature from those originally relied on) which had been constructed after action brought, and no leave to amend the pleadings had been asked:—*Held*, that the evidence was inadmissible. *Semble*, that if leave to amend had been applied for before trial, it would have been granted, and that the evidence would have been admissible in an action based on threatening and intending to infringe. *SHOE MACHINERY Co. v. CUTLAN* (No. 1)

[Romer, J. [1895] W. N. 103]

3. — *Amendment of specification.]* Before the issue of a writ in an infringement action the comptroller gave leave to amend a specification on certain conditions. The conditions were accepted, and amendment was made after the issue of the writ:—*Held*, that as both the acceptance and actual amendment related back to the time of giving leave, neither constituted a proceeding the taking of which was prohibited while an infringement action was pending. *ANDREW v. CROSSLEY*. *CROSSLEY v. ANDREW* — *Chitty J.* [affirm. by C. A. [1892] 1 Ch. 492]

4. — *Particulars of objections—Case not brought to trial—Costs.]* The operation of s. 29 (6) of the Act of 1883 is not confined to cases where the action is brought to trial.

In the absence (however arising) of a certificate under that sub-section, the costs of particulars cannot be recovered under an order for payment of the costs of the action. *MIDDLETON v. BRADLEY* — — — *Stirling J.* [1895] 2 Ch. 716

5. — *Particulars of objections—Certificate of reasonableness—Costs.]* (A) Where in an action for infringement in which the plttfs. offered no evidence, and which was dismissed with costs, the defts. applied for a certificate that their particulars of objections were reasonable, under the circumstances the Court was unable to give the required certificate, but reserved the question of the certificate and the costs of the particulars. *MANDLEBERG v. MORLEY* (No. 1)

Stirling J. [1893] W. N. 157

(B) A. brought an action for infringement of a patent against B. B. by his pleadings alleged (*inter alia*) that the patent was invalid for the reasons in the particulars of objections delivered with the defence. A. submitted to have the action

PATENT—Practice—continued.

dismissed:—*Held*, that in the absence of evidence the Court had no means of judging whether the particulars were "reasonable and proper," and could not therefore give a certificate that they were so, to entitle B. to the costs of them on taxation. *MANDLEBERG v. MORLEY* (No. 2)

[*Stirling J.* [1895] W. N. 9]

6. — *Particulars of objections—Sufficiency of specification.]* In a patent action for infringement defts. denied validity of plttf.'s patent. In their particulars of objections they said (*inter alia*) that the plttf.'s specification "does not sufficiently describe and ascertain the nature of the alleged invention and the manner in which the same is to be performed, and does not sufficiently distinguish which of the matters and things therein described the plttf. claims to have invented, and which of the same he does not claim to have invented:—*Held*, that the particulars were insufficient, and that they ought to state the grounds on which the specification was alleged to be insufficient. *HEATHFIELD v. GREENWAY*

[*North J.* [1893] W. N. 170]

7. *Parties.]* In an action for the infringement of a patent, the foreign manufacturer of the machine which was alleged to be a violation of the patent applied to be added as a deft. on the ground that the original deft. would not properly defend the action:—*Held*, that the applicant was not entitled to be joined, as he was only indirectly and commercially interested in the issues between the parties. *MOSER v. MARSDEN*

[C. A. [1892] 1 Ch. 487]

8. — *Petition for revocation of patent—Service abroad.]* (A) Where one of the respondents to a petition for revocation of a patent was out of the jurisdiction, and could not be served with the petition, ordered that notice of the presentation of the petition should be given him, that the petition should go into the witness list, but unless he appeared by counsel the petition should not come on for hearing without leave of the judge. *In re KAY'S PATENT*

[*Stirling J.* [1894] W. N. 68]

(B) The Court cannot give leave to serve a petition for revocation on a foreigner resident abroad, but may proceed if satisfied that sufficient notice has been given to the foreign parties affected. *In re GÖRZ AND HÖGH'S PATENT*

[*North J.* [1895] W. N. 105]

9. — *Scientific witnesses.]* In an action for infringement of an electrical patent, the decision depended on questions not of law but of electrical science, and most of the witnesses were experts in science:—*Held*, that costs should be allowed on the higher scale under O. LXV., r. 9. *HOPKINSON v. ST. JAMES' AND PALL MALL ELECTRIC LIGHTING Co.* — *Romer J.* [1893] W. N. 5

10. — *Scientific witnesses—Preparatory experiments.]* Fees charged by scientific witnesses in patent actions for time occupied in making experiments preparatory to the trial will be allowed on taxation. *LEONHARDT v. KALLE*

[*Chitty J.* [1895] W. N. 97]

Prior Publication.

1. — *Inference of fact.]* A patent held invalid on the ground that it was sufficiently proved

PATENT—Prior Publication—continued.

that there had been prior publication in a foreign magazine published in the U. K. **PICKARD & CURREY v. PRESCOTT** H. L. (S.) [1892] A. C. 263

2. — *Test of.* The validity of a patent was challenged on the ground of prior publication founded upon a description in the specification of an earlier patent:—*Held*, that, whether the specification of the earlier patent was sufficient to disclose the invention to the public was whether the description in the specification would convey to men of science and employers of labour information enabling them to understand and to give specific directions for making the machine, and not the sufficiency or insufficiency of the specification to guide a skilled workman itself. **ANGLO-AMERICAN BRUSH ELECTRIC LIGHT CORPORATION v. KING, BROWN & Co.**

[H. L. (S.) [1892] A. C. 367]

Prolongation.

1. — *Insufficient accounts.* The accounts filed on a petition for prolongation shewed, not the result of the books, but an accountant's correction of them, and the books themselves had been kept in such a way that without a very long, minute, and laborious investigation it was impossible to say whether the patentee had or had not been adequately remunerated:—*Held*, that the petition must be dismissed, as it was not shown that petitioner had not been adequately remunerated. **In re LAKE'S PATENT**

[J. C. [1891] A. C. 240]

2. — *Lapse of prior foreign patent—Notice—Prolongation and confirmation.* A petition was presented for the prolongation of a patent granted in 1877; a prior foreign patent for the same invention had lapsed in 1888. The invention was then discovered not to be new, and a further petition was presented under 5 & 6 Will. 4, c. 83, for confirmation and extension of the patent:—*Held* (1) that s. 113 of the Act of 1883 saved the right to apply for confirmation of patents within 5 & 6 Will. 4, c. 83, but (2) that the English patent ceased under s. 25 of 15 & 16 Vict. c. 83, on the expiration of the prior foreign patent, and could not be prolonged or confirmed under the Act of 1883 or the Act of 1883. The rule as to notices was relaxed in this case. **In re JABLOCHKOFF'S PATENT**

[J. C. [1891] A. C. 293,

[*And see MARSHALL'S PATENT, J. C. [1891] A. C. 430, No. 6, below*]

3. — *Lapse of foreign patent—Extension—Discretion.* S. patented an invention in the U. K. before the passing of the Act of 1883; he subsequently patented it in seven foreign countries. Two of these patents had lapsed:—*Held*, that according to the rule laid down in s. 25 (4) of the Act of 1883, there was discretion to extend the patent whether or not it was the first granted, with due regard to the circumstances connected with the foreign patents. **In re SEMET and SOLVAY'S PATENT** - - J. C. [1895] A. C. 78

4. — *Non-user of invention.* Where an invention has not been brought into use during the term of the letters patent, but such non-user is

PATENT—Prolongation—continued.

satisfactorily accounted for, and the invention is one of great merit, an extension may be granted. **SOUTHEY'S PATENT** - J. C. [1891] A. C. 432

5. — *Petition by assignee of inventor.* An extension of a patent will not be granted to the assignee of an inventor unless the inventor would himself have been entitled thereto, and will himself derive benefit directly or indirectly therefrom. **In re BOWER-BARFF PATENT** J. C. [1895] A. C. 675

6. — *Time for filing petition.* Where a petition for prolongation had not been presented within six months before the patent (granted in 1877) had expired:—*Held*, that it was excluded both by 5 & 6 Will. 4, c. 83, and by 2 & 3 Vict. c. 67. **MARSHALL'S PATENT** J. C. [1891] A. C. 430

Registration.

Equitable assignment of a share. An equitable assignment of a patent, or a share, or interest in it, may be put upon the register. Sect. 85 of the Act of 1883 only excludes notices of trusts. **In re CASEY'S PATENTS. STEWART v. CASEY**

[C. A. affirm. **Romer J.** [1892] 1 Ch. 104]

Threats.

1. — *Damages—Evidence.* Pltffs. obtained an injunction restraining defts. from threatening legal proceedings, and an inquiry into damages was ordered. Pltffs. alleged that they had lost the benefit of a contract with the C. Co. in consequence of defts.' threats:—*Held*, that a letter from the co.'s solicitor to pltffs. declining to continue negotiations in consequence of defts.' threats was admissible in evidence:—*Held*, also, that the measure of damages was the profit pltffs. would have derived from the proposed contract if it had been carried out. **SKINNER & Co. v. SHEW & Co (No. 2)** North J. [1894] 2 Ch. 581

— *Damages—Report of referees.*

See PRACTICE — REFERENCE — Official Referee. 4.

2. — *Definition.* Threats in s. 32 of the Act of 1883 are not confined to threats by circular or advertisement, but include all threats of legal proceedings except those excluded by the provisions to the s. **SKINNER & Co. v. SHEW & Co. (No. 1)** C. A. affirm. North J. [1893] 1 Ch. 418

3. — *Equitable assignees.* The registered owner of a patent commenced an action against the pltffs. for infringement. Defts., who had an agreement with the registered owner that he should assign the patent to them, threatened a customer of the pltffs. with proceedings for an alleged infringement of the patent, but took no steps themselves against the pltffs.:—*Held*, that they must be restrained, because they had no legal rights in the patent, and, if they had, they themselves had not taken action to restrain the infringements. **KENSINGTON and KNIGHTSBRIDGE ELECTRIC LIGHTING Co. v. LANE-FOX ELECTRICAL Co. (No. 1)** - Stirling J. [1891] 2 Ch. 573

4. — *General circular—Due diligence.* A printed notice was sent out by the deft. to the effect that his patent rights in respect of certain wrappers in which his wares were made up were

PATENT—Threats—continued.

being infringed, and warning persons against such infringement. The plaintiffs, rival manufacturers, sued the defendant for threats. The defendant had previously sued the plaintiffs for infringement and for passing off their goods as his; but his patent was revoked:—*Held*, (1) that the plaintiffs were "persons aggrieved"; (2) the circular was not a mere general warning, but a "threat" within s. 32 of the Patents Act, 1883; (3) also, that the infringement action was not prosecuted with due diligence. *Per Lindley L.J.*: Sect. 32 applies to an intended infringement as well as to actual infringement. *JOHNSON v. EDGE* - - - C. A. [affirm. *Mathew J.* [1892] 2 Ch. 1

5. — *Interim injunction—Undertaking in damages.*] In an interim order restraining threats the undertaking in damages usually included in an interim injunction should not be inserted. *FENNER v. WILSON* - - - *Kekewich J.* [1893] 3 Ch. 656

6. — *Privileged communication.*] In an action to restrain threats of legal proceedings under s. 35 of the Act of 1883, no defence can be based on the ground that what the defendant did was done *bona fide*, or that it was done on a privileged occasion, e.g., in answer to a private inquiry. *SKINNER & Co. v. SHEW & Co. (No. 1)* - - - C. A. [affirm. *North J.* [1893] 1 Ch. 413

Validity.

1. — *County court jurisdiction.*] The right or privilege granted by letters patent for a new invention is a "franchise" within the meaning of s. 56 of the County Courts Act, 1888, and, therefore an action for infringement of patent in which the validity of a patent comes in question, is excluded from the jurisdiction of the County Court. *REG. v. JUDGE OF THE HALIFAX COUNTY COURT* - - - Div. Ct. [1891] 1 Q. B. 793; [affirm. by C. A. [1891] 2 Q. B. 268

2. — *Provisional and complete specification—Variation.*] In order that a patent may be valid, the provisional specification must describe the true nature of the invention, and the invention must be the same as that claimed in the complete specification. The law on this point is not altered by the Patents Act, 1883: a patentee of an invention for tapping beer barrels added to his complete specification a description of a part of his invention not stated in the provisional specification, and found to be the only novel or useful part of the invention:—*Held*, that the provisional specification did not comply with the rule. *NUTTALL v. HARGREAVES* - - - C. A. [affirm. *Kekewich J.* [1892] 1 Ch. 23

3. — *Provisional and complete specification—Variation.*] A patent is invalid even if the invention is novel: (1) where the patent claimed in the complete specification is not the same as that claimed in the provisional specification; (2) where the patent when first granted is not useful for the main purpose for which it was designated; (3) where the specification was insufficient to enable a specialist of ordinary skill to carry it out at the time of first granting. *LANE-FOX*

PATENT—Validity—continued.

v. KENSINGTON AND KNIGHTSBRIDGE ELECTRIC LIGHTING Co. (No. 2) - - - A. L. Smith J. [1892] 2 Ch. 66; [affirm. by C. A. [1892] 3 Ch. 494
And see above, *Practice*. 3.

4. — *Revocation—Estoppel.*] In an action for infringement of a patent the Court held that one of the claims in the specification had been anticipated, and declared the patent invalid. The defendant then presented a petition for revocation of the patent:—*Held*, that the plaintiffs were not estopped from setting up the validity of the claim on the petition. *In re DEELEY'S PATENT* [C. A. [1895] 1 Ch. 687

PATENT MEDICINE.

See POISON. 5.

PATRONAGE.

See CHARITY—CHARITY COMMISSIONERS. 9.

PATTERN.

— of Sleeve.

See COPYRIGHT—Book. 4.

PATENT—What can be subject of. 1.

PAUPER.

— Costs allowed to.

See HOUSE OF LORDS—Practice. 1.

— Grant of administration to nominee of guardians.

See PROBATE—GRANT OF ADMINISTRATION. 6.

— Lunatic.

See COUNTY COUNCIL—Expenses. 1.

— Relief of.

See POOR—Relief.

— Right to sue as.

See DIVORCE—Costs. 8.

PRACTICE—FORMA PAUPERIS.

— Settlement.

See POOR—Settlement.

PAVING.

— Expenses for.

See LONDON COUNTY—STREETS AND HIGHWAYS. 1—10.
STREETS AND BUILDINGS—New Streets. 4—10.

— New street.

See LONDON COUNTY—STREETS AND HIGHWAYS. 1—10.

PAWNBROKER.

Exemption—Magistrate's certificate.] The exemption in s. 39 of the Pawnbrokers Act, 1872, in favour of licensed pawnbrokers at the commencement of that Act, that they should not require a magistrate's certificate, is personal to them and their representatives, and is not confined to the business which they were engaged in at the commencement of the Act. *REG. v. COMMISSIONERS OF INLAND REVENUE. OHLSON'S CASE. GARLAND'S CASE* - - - Div. Ct. [1891] 1 Q. B. 485

And see PLEDGE.

PAYMENT.

— Appropriation.

See BANKRUPTCY—PROOF. 4.

PAYMENT—continued.

- Between solicitor and client.
See SOLICITOR—BILL OF COSTS—General.
7, 9, 20, 21, 25.
- For shares.
See COMPANY—WINDING-UP—CONTRIBUTORY.

PAYMENT INTO COURT.

- See PRACTICE—GARNISHEE. 4.
- PRACTICE—PAYMENT INTO COURT.
- County Court Rules.
See "Table of Rules and Orders Issued,"
at p. cxxlix.

PAYMENT OUT.

- of Parliamentary deposit.
See PARLIAMENT—Deposits and Bonds.
3, 4, 5.
- in Supreme Court.
See PRACTICE—PAYMENT OUT.

PEDIGREE.

See PRACTICE—PARTICULARS. 5.

PEDLAR.

Certificate—Market—Using horse and cart.
A person holding a pedlar's certificate is only entitled to the exemption provided by the Markets and Fairs Clauses Act, s. 13, as extended by the Pedlars Act, 1871, s. 6, from the penalty for selling within the limits of a market tollable articles whilst he is acting as a pedlar within the definition of that term in s. 3 of the last-mentioned Act. Therefore the holder of such a certificate who uses a horse and cart and sells tollable articles in a market is liable to a penalty. *WOOLWICH LOCAL BD. v. GARDINER* - Div. Ct. [[1895] 2 Q. B. 497]

PENAL SERVITUDE.

By the Penal Servitude Act, 1891 (54 & 55 Vict. c. 69), the law relating to Penal Servitude and the Prevention of Crime was amended.

PENAL STATUTE.

- International law.
See CONFLICT OF LAWS. 6.

PENALTY.

- Non-completion of works.
See DAMAGES. 2.
- Recovery.
See PRACTICE—DISCOVERY—Interrogatories. 4.
- Sheriff—Extortion by.
See SHERIFF. 8.

PENDENTE LITE.

- Alimony.
See DIVORCE—ALIMONY—Pendente Lite.

PENSION.

See BANKRUPTCY—ASSETS. 16.

PERFORMANCE.

- of Contract.
See CONTRACT—Performance.
- Specific.
See SPECIFIC PERFORMANCE.

PERILS OF THE SEA.

See INSURANCE—MARINE.
SHIP—BILL OF LADING—Excepted Perils.

PERIODICAL.

- Publication in.
See COPYRIGHT—Periodical.

PERJURY.

See CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE. 2.

PERPETUITY.

See CHARITY—GIFT TO CHARITY. 12—14; WILL—PERPETUITY.

PERSIAN COAST AND ISLANDS.

- British jurisdiction.
See FOREIGN JURISDICTION.
- Consular Courts.
See COLONIAL COURT OF ADMIRALTY.

PERSON AGGRIEVED.

See BANKRUPTCY—SCHEME OF ARRANGEMENT. 4.
TRADE-MARK—REGISTRATION. 32, 33.

PERSON INCAPABLE OF MANAGING HIS AFFAIRS.

See LUNATIC—Property. 4.

PERSON MANAGING ENTERTAINMENT.

See SUNDAY—Observance.

"PERSON NOT A PARTY TO THE ACTION."

See PRACTICE—THIRD PARTY PROCEDURE. 3.

PERSONAL ACTION.

See PRACTICE—REVIVOR. 6.

PERSONAL CONTRACT.

See CONTRACT—Personal.

PERSONAL EARNINGS.

See BANKRUPTCY—ASSETS. 3, 5, 6.

PERSONAL INJURIES.

See RAILWAY—PASSENGER. 1.

PERSONAL ORDER TO PAY COSTS.

See PRACTICE—COSTS—Solicitor, Personal Payment by.

PERSONAL SERVICE.

- of writs, &c.
See PRACTICE—ATTACHMENT.
PRACTICE—SERVICE—Personal.

PERSONALTY.

- Impure.
See CHARITY—GIFT TO CHARITY. 11.

PETITION.

See PRACTICE—PAYMENT OUT OF COURT.
PRACTICE—VESTING ORDER. 2.

— Bankruptcy.

See BANKRUPTCY—PETITION.

— to wind up Company.

See COMPANY—WINDING-UP—PETITION.

— of Course.

See SOLICITOR—BILL OF COSTS—General. 29.

— Election.

See DISTRICT COUNCIL—Election.
MUNICIPAL ELECTION.
PARLIAMENT—Election Petition.

— to Parliament.

See PARLIAMENT—Petition to Parliament

— of Right.

See CROWN (PREROGATIVE OF). 4.

PETITION—continued.

— Title of.

See SETTLED LAND—SETTLED ESTATES
ACT. 5.**PEW.**

See ECCLESIASTICAL LAW—Pew.

PHARMACY ACTS.

See POISON.

PHOTOGRAPHS.

— Copyright in.

See COPYRIGHT—Picture. 1.

— Documents, power of Court to allow photographs to be taken of.

See PRACTICE—DISCOVERY—Documents,
&c. 12.**PIANO.**

See FACTOR—Hire Agreement. 2, 3.

PICTURE.

— Copyright in.

See COPYRIGHT—International. 1, 4, 6;
COPYRIGHT—Picture.

— Pledge of.

See PLEDGE. 2.

PIER.

See SCOTTISH LAW—River.

— Collision of ship with pier.

See COUNTY COURT—Admiralty Jurisdiction. 5.

PIG MARKET.

See MARKET AND FAIR. 2.

PILOTAGE.

See SHIP—PILOTAGE.

— Action against pilot for negligence.

See COUNTY COURT—Admiralty Jurisdiction. 4.

PIRATES.See SHIP—BILL OF LADING—Exceptions.
4.**PLACARD.**

— Libel—Injury to trade.

See DEFAMATION—LIBEL. 24-26.

PLAN.

— Copyright in.

See COPYRIGHT—Book. 4.

— Costs on higher scale allowed.

See PRACTICE—Costs—Higher and
Lower Scale. 3.

— Deposit—Alteration.

See STREETS AND BUILDINGS—Building
Plans.**PLAY.**

— Copyright in.

See COPYRIGHT—Dramatic.

PLEADING.

See PRACTICE—PLEADING.

PLEDGE.

1. — *Bill of lading—Sale of goods in trust.* The law of S. as well as the law of E. is that a pledgee may redeliver the goods to the pledgor for a limited purpose without thereby losing his rights under the contract of pledge.

The pledgees of a bill of lading returned it to the pledgors to obtain delivery and sell on behalf of the pledgees, and account for the proceeds

PLEDGE—continued.

towards satisfaction of the debt:—*Held*, that the pledgees' security was not affected, and that they were entitled to the proceeds of the cargo as against the diligence of general creditors of the pledgors. *NORTH WESTERN BANK v. POYNTER, SON, AND MACDONALDS H. L. (S.)* [1895] A. C. 56

— *Blank transfer—Certificate of shares.*

See COMPANY—SHARES—Transfer. 1, 2.

— *Deposit of principal's securities by broker.*

See BANKER—Liability. 2, 3.

2. — *Bills of Lading Act, 1855.* Pledgees of goods are entitled to maintain trover in respect of a wrongful delivery of the goods, even where at the date of the wrongful delivery they had not acquired their title to the goods. *BRISTOL AND WEST OF ENGLAND BANK v. MIDLAND RAILWAY CO.* — — — C. A. [1891] 2 Q. B. 653

3. — *Foreclosure—Sale.* The remedy of the pledgee of a picture is by order for sale, not foreclosure. *FRASER v. BYAS*

[North J. [1895] W. N. 112 (5)]

4. — *Tender of amount due.* Where there has been no tender by the pledgor to the pledgees, a mere assertion by the pledgee that the goods are his own property does not amount to a waiver of tender or determine the special property in the goods. *YUNGMAH v. BRIESMANN*

[C. A. [1892] W. N. 162]

5. — *Hiring agreement—Pledge by hirer—Factors Act, 1889, s. 9.* A person who merely hires goods with an option of purchase cannot give a good title to a pledgee, under s. 9 of the Factors Act, 1889, until he has paid all his instalments and exercised his option. *HELBY v. MATTHEWS* — H. L. (E.) [1895] A. C. 471;

[revers. C. A. [1894] 2 Q. B. 262]

POINT OF LAW.

See COUNTY COURT—Appeal. 1, 7, 8.

POISON.

1. — *Balsam of aniseed.* A preparation of balsam of aniseed containing morphine as an ingredient held to be is a compound containing a scheduled poison within the Pharmacy Act, 1868. *PHARMACEUTICAL SOCIETY v. ARMSON*

[C. A. [1894] 2 Q. B. 720]

2. — *Chlorodyne.* Chlorodyne containing as an ingredient chloroform and morphine held to be a compound containing a scheduled poison within the Pharmacy Act, 1868. *PHARMACEUTICAL SOCIETY v. PIPER*

[Div. Ct. [1893] 1 Q. B. 686]

3. — *Sale—Compound containing a scheduled poison.* A compound containing a poison scheduled to the Pharmacy Act, 1868, is included in the prohibition in s. 15 of the Act against the sale of such poisons by other than registered chemists and druggists.

(A) *PHARMACEUTICAL SOCIETY v. PIPER*

[Div. Ct. [1893] 1 Q. B. 686]

(B) *PHARMACEUTICAL SOCIETY v. ARMSON*

[C. A. [1894] 2 Q. B. 720]

4. — *Sale—Medicine containing poison—Infinitesimal quantity.* A person not being a chemist within the meaning of the Pharmacy Act, 1868, does not commit an offence against s. 15 of that Act, by selling a medicine containing an infinite-

POISON—continued.

small quantity of poison as defined by the Act.
PHARMACEUTICAL SOCIETY v. DELVE

[Div. Ct. [1894] 1 Q. B. 71]

5. — *Patent medicine—Proprietary medicine.*
 A grocer sold in the ordinary course of his business a bottle of proprietary medicine, not protected by letters patent, and containing as one of its ingredients two of the poisons scheduled to the Pharmacy Act, 1868:—*Held*, that it was not a patent medicine, although so called, and consequently it did not come in the exception in s. 16 in favour of patent medicines, i.e., medicines which were the subject of letters patent; that its sale must be conducted in accordance with the regulations to be observed on sale of poisons, under s. 17 of the Pharmacy Act, 1868.

(A) **PHARMACEUTICAL SOCIETY v. PIPER**

[Div. Ct. [1893] 1 Q. B. 686]

(B) **PHARMACEUTICAL SOCIETY v. ARMSON**

[C. A. [1894] 2 Q. B. 720]

POLICE.

Maintenance, col. 571.

Reports and Returns, col. 571.

Rules and Orders, col. 572.

Statutes, col. 572.

Maintenance.

Cost of Maintenance—Borough—Constables from other force—Contribution by County Council.
 A borough maintaining its own police is entitled under s. 24, sub-s. 2 (j) of the Local Government Act, 1888, to be paid by the County Council one-half of the cost of the pay and clothing of extra police temporarily added from another police force under s. 25 of the Police Act, 1890, and paid for by agreement. **REG. v. COUNTY COUNCIL OF WEST RIDING OF YORKSHIRE** C. A. [1895] 1 Q. B. 805

Reports and Returns.

COUNTY AND BOROUGH FORCES. *The Reports of the Inspectors of Constabulary for the years ending Sept. 29th, 1890—1894, giving detailed particulars as to number of forces and pay, and statements as to police duties under Cattle Disease, Explosives, and other Acts are published as follows:—*

Year ending Sept. 29.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1894	1895	182	..	..	s. d. 2 5½
1893	1894	83	43	1	2 4½
1892	1893-4	94	45	1	2 6
1891	1892	13	41	1	2 9
1890	1890-1	171	42	1	2 6

[Note.—*The Police Returns Act, 1892, provides that these Returns shall in future years be made up to Mar. 31st in each year instead of Sept. 29th.*]

METROPOLITAN POLICE FORCE.]

See **METROPOLITAN POLICE DISTRICTS.**

POLICE—Reports and Returns—continued.

GENERAL STATISTICS.] *Statements for each of the years 1890—1893 of the police establishment and expenses; of the numbers of the criminal classes, and of the houses which they frequent; of the number of indictable offences committed and of offenders apprehended, and of the offences summarily dealt with, are included in Part I. 1. of the Judicial Statistics for those years. The Statistics for these five years are published as follows:—*

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d. 3 8
1892	1893	C. 7168	108	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1891	C. 6443	93	1	2 0

Rules and Orders.

General order of the Secretary of State dated Dec. 19, 1893, and made under s. 2 (3) of the Police Act, 1893, as to contributions by town councils to the Police Pension Fund. **St. R. & Q. 1893, p. 461.**

Statutes.

By the Police Disabilities Removal Act, 1893 (56 & 57 Vict. c. 6), the Police Disabilities Removal Act, 1887, was extended to municipal and other similar elections.

By the Police Act, 1893 (56 & 57 Vict. c. 10), the Police Acts were amended.

POLICE DISTRICTS.

— Authority to divide county.

See **COUNTY COUNCIL—Powers. 5.**

POLICY.

— Accident.

See **INSURANCE, ACCIDENT.**

— Action on.

See **PRACTICE—DISCOVERY—Documents, &c. 13.**

— Assignment of reversion by married woman.

See **MARRIED WOMAN—PROPERTY—Generally. 3.**

— Contract by advertisement.

See **CONTRACT—Formation.**

— Fire.

See **INSURANCE, FIRE.**

— Life.

See **INSURANCE, LIFE.**

— Marine.

See **INSURANCE, MARINE.**

— Securities.

See **INSURANCE, SECURITIES.**

POLITICAL OFFENCES.

See **EXTRADITION. 3.**

POLL.

— Mode of counting proxies where no poll demanded.

See COMPANY—MANAGEMENT. 3.

POLLUTION.

— of River.

See LONDON COUNTY—DRAINAGE AND SEWERAGE.

RIVER—Pollution.

POND.

— Cleansing.

See TENANT FOR LIFE—Apportionment. 20.

POOR.

Guardians, col. 573.

Relief, col. 573.

Settlement, col. 574.

Guardians.

By s. 20 of the Local Government Act, 1894 (36 & 57 Vict. c. 73), the law relating to the election and qualification of guardians was amended.

1. — *Limitation of time for payment of debt—Commencement of "proceedings."* An application to the clerk of the peace to tax costs awarded by quarter sessions, is not a commencement of proceedings within s. 4 of the Poor Law (Payment of Debts) Act, 1859, so as to take the debt out of the operation of s. 1. *Quære*, whether before taxation of the costs there was any debt, claim, or demand incurred or become due. MIDLAND RAILWAY v. GUARDIANS OF EDMONTON UNION

[H. L. (E.) [1895] A. C. 485
[affirm. C. A. [1895] 1 Q. B. 357]

2. — *Limitation of time for payment of debt—Judgment of House of Lords for costs.* Where a judgment of the House of Lords directed payment of the costs of the appeal by the guardians of a parish:—*Held*, that a debt became due from them in respect of such costs immediately upon the delivery of the judgment, and not when the judgment was drawn up, or when the costs were taxed, and therefore after the expiration of the period prescribed by the Poor Law (Payment of Debts) Act, 1859, from the date of the delivery of the judgment the payment of the costs could not be enforced. GUARDIANS OF WEST HAM v. CHURCHWARDENS OF ST. MATTHEW, BETHNAL GREEN (No. 2) — C. A. [1895] 1 Q. B. 662

Rates.

See LONDON COUNTY—VALUATION.

RATES, *passim*.

SUMMARY PROCEEDINGS—Jurisdiction and Practice. 11, 12.

Relief.

1. — *Costs of maintenance—Practice—Suspended order.* An application for an order for costs of maintenance under orders of removal, which have been suspended because of the ill-health of the pauper, must be made by summons and not *ex parte*. REG. v. WILKINSON

[Div. Ct. [1895] 1 Q. B. 722]

2. — *Costs of maintenance—Property of deceased pauper—Reimbursement of guardians—Executors' right of retainer.* Guardians are not preferential but ordinary creditors against the

POOR—Rates—continued.

estate of a deceased pauper for the expenses of the maintenance of the pauper for the last twelve months of the pauper's life, and the pauper's exor. can retain a debt due to himself before satisfying the claim of the guardians. LAVER v. BOTHAM & SONS. CHESTERFIELD UNION (GUARDIANS), CLAIMANTS — Div. Ct. [1894] 1 Q. B. 59

3. — *Costs of maintenance—Payment to guardians—Periodical payment—Pauper entitled.* Where an application was made to justices by guardians for an order under s. 23 of the Divided Parishes, &c., Act, 1876, on a friendly society alleged to be bound to make periodical payments to a pauper, and the right of the pauper to the payments in question was disputed:—*Held*, that the magistrates had no jurisdiction, as it is a condition precedent to proceedings under s. 23 that the right of the pauper to such payments should be undisputed. REG. v. RICHARDSON

[Div. Ct. [1894] 2 Q. B. 323]

— *Maintenance of pauper lunatic.*

See LUNATIC—Expenses of Chargeable Lunatics.

Settlement.

1. — *Constructive residence—Seaman.* Where during a seaman's absence at sea his wife removed to lodgings at A., where he joined her on his return:—*Held*, that in the absence of any evidence of the wife's having her husband's authority to take the lodgings, he could not be treated as having constructively resided there for the period between the wife's going to A. and his joining her there. WEST HAM UNION v. CARDIFF UNION

[Div. Ct. [1895] 1 Q. B. 766]

2. — *Derivative settlement of father—Child under sixteen.* A man who had acquired no settlement for himself since he was sixteen years old, and whose father's settlement was "derivative," left children under sixteen chargeable to the parish:—*Held*, that the children took the settlement of their father, and that as it could not be shewn what settlement he derived from his father without inquiring into the derivative settlement of his father, the children's settlement was the parish in which their father was born. GUARDIANS OF BATH UNION v. GUARDIANS OF BERWICK-ON-TWEED UNION

[Div. Ct. [1892] 1 Q. B. 731]

3. — *Derivative settlement of mother—Child under sixteen—Second marriage of mother.* The children under sixteen of a first husband do not take the settlement acquired by their mother on her second marriage. GUARDIANS OF LANELLY UNION v. GUARDIANS OF NEATH UNION

[Div. Ct. [1893] 2 Q. B. 38]

4. — *Pauper—Lunatic—Removeability.* The temporary absence of a pauper lunatic from the union "on trial" does not constitute such a breach of residence as to put an end to the status of irremoveability which the lunatic had acquired. REG. v. BRUCE — Div. Ct. [1892] 2 Q. B. 136

5. — *Removal of pauper before 1876—Subsequent residence without relief.* A pauper who has been removed from the place of her original settlement can, notwithstanding s. 36 of the

POOR—Settlement—continued.

Divided Parishes Act, 1876, acquire a fresh settlement there if she returned before the passing of the Act and has resided without relief. The words in s. 36, "pauper removed before the passing of the Act," which forbid the acquisition of a fresh settlement, are to be restricted to those paupers who had been removed and who still remained paupers when the Act was passed.

GUARDIANS OF BRIGHTON PARISH v. GUARDIANS OF STRAND UNION - C. A. affirm. Div. Ct. [1891] 2 Q. B. 156

6. — *Residence apart from parent while under sixteen.* A pauper whose father died when she was a baby resided from the age of fourteen to eighteen in a certain parish; her mother lived in another union:—*Held*, that although the pauper was living away from her family, the proviso in 11 & 12 Vict. c. 111, applied, and therefore that the time before the pauper was sixteen ought not to be reckoned in determining the period of three years required to constitute irremovability, and, therefore, she had not acquired that status.

GUARDIANS OF WEST HAM v. CHURCHWARDENS, &c., OF ST. MATTHEW, BETHNAL GREEN (No. 1)
[H. L. (E.) [1894] A. C. 230 revers. C. A. [1892] 2 Q. B. 676 and Div. Ct. [1892] 2 Q. B. 65

"PORT."

See SHIP—BILL OF LADING—Deviation.
1.

PORTIONS.

— Double portions.

See WILL—LEGACY. 14.

PORTUGAL.

— Extradition.

See EXTRADITION.

POSSESSION.

— Adverse title by.

See LANDLORD AND TENANT—LEASE. 39.
LIMITATION, STATUTES OF. 6, 16,
17, 29, 30.

— in Foreclosure action.

See MORTGAGE—FORECLOSURE. 10, 11,
12.

— Equitable tenant for life.

See SETTLED LAND—SETTLED LAND
ACTS—Tenant for Life. 5, 6, 7.

— under agreement for sale of Goods

See FACTOR—Hire Agreement. 2, 3.

— Sheriff, in notice of receiving order to.

See SHERIFF. 11.

— Title by—True title shewn.

See PRESCRIPTION.

POST.

— Contract by letters.

See CONTRACT—Formation. 2.

— Ordinary course of.

See PARLIAMENTARY AND LOCAL GOVERN-
MENT REGISTRATION—Objection. 3.

POST-DATED CHEQUE.

See BILL OF EXCHANGE. 3.

POST-NUPITAL SETTLEMENT.

See SETTLEMENT—Voluntary Settlement;
BANKRUPTCY—VOID SETTLE-
MENT. 2, 3, 4.

POST OFFICE.

Conveyance of Mails, col. 576.

Postal Rates and Regulations, c. l. 576.

Conveyance of Mails.

Rules dated Feb. 27, 1892, "The Mail Ship Rules, 1892," made by the Ld. Chanc. and the Judges of the Supreme Court pursuant to the Mail Ships Act, 1891 (54 & 55 Vict. c. 31). St. R. & O. 1892, p. 741; St. O. P. Price 3d.

The Mail Ships (France) O. in C. 1892, dated Feb. 6, 1892. St. R. & O. 1892, p. 730.

The Mail Ships (France) O. in C. 1892 (South Australia and Western Australia), dated Aug. 5, 1892. St. R. & O. 1892, p. 740.

The Mail Ships Rules O. in C. 1895, dated May 11, 1895. St. R. & O. 1895, No. 246. Price 1d.

The Mail Ships (France) O. in C. (India) 1893, dated May 16, 1893. St. R. & O. 1893, p. 472.

The Mail Ships (France) O. in C. (New South Wales), 1894, dated Oct. 15, 1894. St. R. & O. 1894, p. 389, No. 235.

The Mail Ships (France) O. in C. (Tasmania), 1895, dated Feb. 2, 1895. St. R. & O. 1895, No. 57.

Postal Rates and Regulations.**(A) Inland Post.**

The Inland Post Warrant, 1892, dated May 28, 1892. St. R. & O. 1892, p. 684.

The Inland Post Amendment Warrant, 1892, dated Sept. 19, 1892. St. R. & O. 1892, p. 707.

The Inland Post Further Amendment Warrant, 1892, dated Nov. 8, 1892. St. R. & O. 1892, p. 708.

The Inland Post Warrant, 1892, Amendment Warrant (No. 3), dated May 6, 1893. St. R. & O. 1893, p. 467.

The Inland Post Warrant, 1892, Amendment Warrant (No. 4), dated July 1, 1893. St. R. & O. 1893, p. 468.

The Inland Post Amendment Warrant, 1893, dated July 19, 1893. St. R. & O. 1893, p. 469.

The Inland Post Amendment Warrant, 1894, dated Aug. 24, 1894. St. R. & O. 1894, p. 340, No. 69.

The Inland Post Amendment Warrant, 1894 (No. 2), dated Nov. 13, 1894. St. R. & O. 1894, p. 343, No. 473.

The Inland Post Amendment Warrant, 1895 (No. 1), dated April 22, 1895. St. R. & O. 1895, No. 198.

The Inland Post Amendment Warrant, 1895 (No. 2), dated July 8, 1895. St. R. & O. 1895, No. 285.

(B) Foreign and Colonial Post.

The Foreign and Colonial Post Warrant, 1892, dated June 30, 1892. St. R. & O. 1892, p. 714.

The Foreign and Colonial Post Warrant, 1892, Amendment Warrant (No. 1), dated July 3, 1893. St. R. & O. 1893, p. 471.

The Foreign and Colonial Parcels Compensation Warrant, 1894, dated June 15, 1894. St. R. & O. 1894, p. 347, No. 67.

The Foreign and Colonial Post Amendment Warrant, 1895, dated May 6, 1895. St. R. & O. 1895, No. 200.

The Foreign Parcels Customs Warrant, 1895, dated Dec. 2, 1895. St. R. & O. 1895, No. 577.

POST OFFICE SAVINGS BANK.*See* SAVINGS BANK.**POUNDADE.**

— Sheriff's.

See SHERIFF. 6 (B), 12.**POWER OF APPOINTMENT.***Construction*, col. 577.*Exercise*, col. 577.*Release*, col. 580.*Validity*, col. 580.**Construction.**

1. — *Condition precedent—Act of God.*] A father appointed a fund to his daughter on condition that she married with his consent. The father became lunatic and was unable to give his consent, and the daughter married without it:—*Held*, that the condition, which had become incapable of fulfilment by the act of God, was a condition precedent, and the appointment did not take effect. *In re HARRIS. FITZROY v. HARRIS* [North J. [1891] W. N. 76]

2. — *General or limited.*] A settlement created a power to appoint by deed or will to any persons "not being her said present husband or any friend or relative of his." The donee, after her husband's death, made a will consisting of a general devise of all her realty and personalty:—*Held*, that the power was not a power "to appoint in any manner" the donee might "think proper" within a. 27 of the Wills Act, 1837; and that the general devise was not an exercise of the power:—*Held*, further, that a reservation in a mortgage of the subject-matter of the power by the donee thereof of the equity of redemption to the donee, her heirs, &c., or as she or they should direct, instead of to the uses of the settlement conferring the power, did not get rid of the original power. *Sembla*, a power of appointment by deed or will in favour of any person "except A.," may become a general power through A. being dead at the time the power is exercised, and thus be exercisable by a general devise under a. 27 of the Wills Act. *In re BYRON'S SETTLEMENT. WILLIAMS v. MITCHELL* — Kekewich J. [1891] 3 Ch. 474

3. — *Payment of account duty.*] By a will, certain specific sums were appointed to some of testator's children, and the residue of the trust fund to another child. The will contained no direction that the specifically appointed sums should be paid free of duty:—*Held*, that the matter was one of intention, and as the appointor had shewn no intention of burdening the residuary fund with the whole charge, each share must bear its proportion of the account stamp duty. *In re CROFT. DEANE v. CROFT*

[Kekewich J. [1892] 1 Ch. 652]

Exercise.

1. — *Appointment to one beneficiary in trust for another—Transfer.*] The donee of a power of appointment over certain settled funds exercisable in favour of (*inter alios*) A. and B. appointed (*inter alia*) one sixth share to A., and declared in the deed exercising the power that another sixth was appointed to A. upon trusts for the benefit of B.:—*Held*, that the trustees of the

POWER OF APPOINTMENT—Exercise—contd.

settlement ought to retain the one-sixth appointed to A. in trust for B., and not to transfer it to the trustee under the appointment *In re TRESSEN. KNIGHT-BRUCE v. BUTTERWORTH*

[North J. [1894] 1 Ch. 56]

2. — *Covenant that wife's power should be exercised only in favour of settlement trustees.*] The Court will not decree specific performance of a contract to leave property by will made by a mere donee of a power of testamentary appointment. But where a wife in breach of such a covenant exercised her power in favour of her husband and others:—*Held*, that the exors. of the wife's will were liable in damages to the settlement trustees to the extent of the assets come to their hands. *In re PARKIN. HILL v. SCHWARZ* [Stirling J. [1892] 3 Ch. 510]

3. — *Exercise by deed with power of revocation and new appointment—Subsequent general devise.*] When a general power of appointment of real estate by deed or will has been completely exercised by deed, a power of revocation and new appointment being at the same time reserved, a general devise of real estate by the subsequent will of the donee of the power will not *per se* amount, by virtue of a. 27 of the Wills Act, to an exercise of the power of revocation and new appointment. *In re BRACE. WELCH v. COLT*

[North J. [1891] 2 Ch. 671]

4. — *Fraud on power—Condition attached.*] A will empowered A. to appoint a fund among her children or remoter issue. The donee made an appointment to certain of the objects of a power with a condition attached requiring the release of a claim against the donee:—*Held*, that the appointment could not be severed from the condition, and was made for the purpose of increasing the estate of the donee for the benefit of her residuary legatee and was void *in toto* as a fraud on the power. *In re PERKINS. PERKINS v. BAGOT* — North J. [1893] 1 Ch. 283

5. — *Fraud on power—Hotchpot clause inserted—Objects of power.*] A settlement creating a power of appointment contained no hotchpot clause. The donee, in exercising the power by will, provided that, in the event of there being any lapse in the appointment by reason of any of the objects of the power dying in his, the donee's, lifetime, then and in that case no child taking any share under the appointment should be entitled to any part of the lapsed share without bringing his or her appointed share into hotchpot:—*Held*, that the appointment was effectual and the hotchpot clause valid, notwithstanding that the effect was to benefit persons not objects of the powers. *In re BUCKLEY'S TRUSTS*

[Kekewich J. [1893] W. N. 95]

6. — *General Bequest—Intention—Evidence.*] Where the donee of a power exercisable by deed or will of appointing to children made a will dividing among her children and their issue "all my property of every kind," but making no express reference:—*Held*, that the will did not operate as an exercise of the power, and that the gift being general, evidence to shew that the testator was intending to dispose not only of her

POWER OF APPOINTMENT—Exercise—contd.

own property, but also of that over which she had a power of appointment, was inadmissible. *In re HUDDLESTON*. BRUNO v. EYTON

[Kekewich J. [1894] 3 Ch. 595]

7. — *General power—Exercise by will—Appointee predeceasing appointor.*] A married woman had a general power of appointment over a messuage, which went in default of appointment to her husband. She made a will in which she made no difference in property which belonged to her and property over which she had a power of disposition, demising the messuage to her husband. He predeceased her:—*Held*, that she had shewn an intention that the messuage should be deemed hers, and that therefore it went to her heir-at-law. *COXEN v. ROWLAND*

[1894] 1 Ch. 406

8. — *General power—Ineffectual appointment—Residuary bequest.*] The donee of a general power of appointment appointed the fund by will on trust to convert, and after paying legacies to pay the residue to A. if living at the death of the donee's wife:—*Held*, that, if the donee had not by the exercise of the power made the property his own for all purposes, he had nevertheless attempted to exercise the power, though in an ineffectual manner. Consequently the property did not go as in default of appointment or to the testator's next of kin, but to the residuary legatee under s. 27 of the Wills Act. *In re ELEN*. THOMAS v. MCKECKIN

[Stirling J. [1893] W. N. 90]

9. — *General Power—Married woman—Debts.*] When the will of a married woman, made in the exercise of a general power, comes into operation by her death, the property so appointed becomes liable to her debts and liabilities as if it had been separate estate at the time she entered into the contracts. *In re ANN*. WILSON v. ANN - Kekewich J. [1894] 1 Ch. 549

— *General power—Infant donee.*

See *INFANT—Settlement*. 3.

10. — *Joint appointment—Revocation.*] A husband and wife had a joint power of appointment exercisable by deed or will with or without power of revocation and new appointment, and in default of joint appointment the survivor had a similar power. They exercised the power with this proviso: "The appointments . . . are made subject to the power of revocation and new appointment mentioned in" the settlement. The appointment recited only the joint power. After the wife's death the husband executed a deed revoking the joint appointment and made a new appointment:—*Held*, (1.) that the donees in exercising the power could reserve a power of revocation to the survivor; (2.) that they had reserved such power to the survivor. *In re HARDING*. ROGERS v. HARDING - [C. A. affirm. North J. [1894] 3 Ch. 315]

11. — *Policy of life insurance.*] A bequest of residue held not to be an exercise of a power of nomination contained in an insurance policy. *In re DAVIES*. DAVIES v. DAVIES

[North J. [1892] 3 Ch. 63]

12. — *Power to appoint income.*] Trustees were directed after the death of H. to stand

POWER OF APPOINTMENT—Exercise—contd.

possessed of the income of a fund in trust for such persons as H. by will should appoint, with a gift over in default of appointment:—*Held*, that the power to appoint income carried the power to appoint the capital. *In re L'HERMINIER*. MOUNSEY v. BUSTON North J. [1894] 1 Ch. 675

13. — *Real estate—Sale—French will—Gift of "tous les biens et droits mobiliers."*] A. had a general power of appointment over a fund. B. devised a share of freehold property to trustees for A. on the same trusts as the said fund. The freehold property was vested by a private Act in trustees for sale. It was sold and the proceeds invested in the purchase of other freehold land. In a partition action this land was sold, and A.'s share paid into Court, and invested in Metrop. Board of Works Stock. A. married a domiciled Frenchman, and died leaving a will in French which gave to T. "all the personal property and rights (*tous les biens et droits mobiliers*) which I shall leave at my death, and which shall form part of my succession":—*Held*, that the fund was personal estate, and that the will was a good exercise of the power and covered all the personal estate of the donee. *In re HARMAN*. LLOYD v. TARDY Kekewich J. [1894] 3 Ch. 607

14. — *Successive—Account duty—Costs.*]

Where a person having a life interest and power of appointment exercised it successively by deeds and will:—*Held*, that the duty and costs of administration were payable out of the several sums appointed rateably. *In re SHAW*. TUCKET v. SHAW - North J. [1895] 1 Ch. 343

Release.

Right to call for a transfer of share of deceased child.] A tenant for life, after releasing his power of appointment among his children, claimed to have the share of one of his two sons, who had died a bachelor after the age of twenty-one, and intestate, transferred to him:—*Held* (1) that the release was a valid exercise of the power, and that the father was entitled as administrator of his son to his reversionary interest; (2) that the father's interest and the son's interest being held by the former in different rights there was no merger, and that the fund must remain with the trustees of the settlement so long as the father's life interest continued; (3) that on executing a surrender of his life interest the father was entitled to a transfer of a moiety of the fund. *In re RADCLIFFE*. RADCLIFFE v. BEWES

[C. A. [1892] 1 Ch. 227 varying North J.

[1891] 2 Ch. 662]

Validity.

Perpetuities, rule against—Remoteness.] Limitations depending upon a prior limitation which is void for remoteness are themselves invalid; but this rule does not apply to the gifts over in default of appointment, unless the gifts are themselves obnoxious to the rule against perpetuities. *In re ABBOTT*. PEACOCK v. FRIGOUT [Stirling J. [1893] 1 Ch. 54]

POWER OF ATTORNEY.

Bill of sale.] A valid bill of sale may be executed by attorney, and the grantee of the bill

POWER OF ATTORNEY—continued.

of sale is not necessarily excluded from being the attorney. *FURNIVALL v. HUDSON*

[*North J.* [1898] 1 Ch. 335

— *Executor's attorneys, grant to.*

See PROBATE—GRANT OF PROBATE. 27.

— *Foreign power.*

See CONFLICT OF LAWS. 3.

POWER OF SALE.

See VENDOR AND PURCHASER—Title. 18.

— *Exercise.*

See LUNATIC—Property. 3, 4.

WILL—PERPETUITY. 9.

— *Invalidity—Remoteness.*

See WILL—PERPETUITY. 10—15.

— *Partner—Power of sale of business.*

See PARTNERSHIP—Property. 3.

— *Tenant for life.*

See VENDOR AND PURCHASER—CONVEYANCE. 3.

— *of Tramway.*

See TRAMWAY COMPANY. 3.

POWERS.

— *of Chairman of company.*

See COMPANY—MANAGEMENT. 1.

— *of County council.*

See COUNTY COUNCIL—Powers.

— *Railway company.*

See RAILWAY—POWERS.

PRACTICE.

Note.—The cases digested under this heading affect the practice of the Supreme Court generally: for cases as to procedure of other Courts, see COUNTY COURT, ECCLESIASTICAL LAW, HOUSE OF LORDS, JUDICIAL COMMITTEE, JUSTICES. For cases as to procedure in special matters, see BANKRUPTCY, COMPANY—WINDING-UP, CRIMINAL LAW—PROCEDURE, DESIGNS, DIVORCE, LUNATIC, PATENT, PROBATE, SHIP, SUMMARY PROCEEDINGS—JURISDICTION—PRACTICE, TRADE-MARK.

Accounts, col. 582.

Amendment, col. 582.

Appeal, col. 583.

Appearance, col. 590.

Attachment (and Committal), col. 590.

Chambers, col. 593.

Charging Order, col. 594.

Compromise, col. 595.

Costs, col. 595.

Crown Office, col. 604.

Declaration, col. 604.

Discontinuance, col. 605.

Discovery, col. 605.

District Registry, col. 611.

Evidence, col. 611.

Examiner, col. 615.

Forma Pauperis, col. 616.

Frivolous and Vexatious Proceedings, col. 616.

Garnishee, col. 617.

Injunction, col. 618.

Inquiry, col. 626.

PRACTICE—continued.

Interpleader, col. 626.

Joinder of Cause of Action, col. 628.

Judgment and Order, col. 629.

Jurisdiction, col. 631.

New Trial, col. 632.

Next Friend, col. 633.

Non-Suit, col. 633.

Notice, col. 634.

Order by Consent, col. 634.

Originating Summons, col. 634.

Particulars, col. 636.

Parties, col. 638.

Payment into Court, col. 643.

Payment out of Court, col. 645.

Pleading, col. 647.

Receiver, col. 649.

Reference, col. 656.

Rehearing, col. 658.

Review, col. 658.

Revivor, col. 658.

Sales by the Court, col. 659.

Security for Costs, col. 659.

Sequestration, col. 660.

Service, col. 661.

Setting aside, col. 669.

Stop Order, col. 670.

Third Party Procedure, col. 671.

Transfer, col. 672.

Trial, col. 672.

Vesting Order, col. 675.

Ward of Court, col. 675.

Writ of Summons, col. 676.

PRACTICE—ACCOUNTS.

[*O. XXXIII.*, rr. 2-8, and *O. LV.* r. 3 (e), relate to accounts.]

Vouching Accounts. It is not necessary under an ordinary order for accounts in an administration action to vouch every item before the chief clerk, as any items can be waived by the parties taking the accounts. *In re BROWN. BENSON v. GRANT*

[*Kekewich J.* [1895] W. N. 115 (9)]

PRACTICE—ADMIRALTY.

See COUNTY COURT—Admiralty Practice.
SHIP—ADMIRALTY PRACTICE.

PRACTICE—AMENDMENT.

[*O. XXVIII.* relates to amendment.]

— *of Indorsement on Writ specially indorsed.*

See PRACTICE—WRIT—Writ Specially Indorsed. 3.

— *of Pleadings.*

See PRACTICE—PLEADING—Amendment.

1. — *Slip in decree.* (A) Under the "Slip Order" of the Irish Rules (which is identical with R. S. C., *O. XXVIII.*, r. 11), held that the Court has power to correct a slip in a decree made in 1853, it not being shewn that any rights of other parties had intervened. *HATTON v. HARRIS* - - *H. L. (I.)* [1892] A. C. 647

PRACTICE—AMENDMENT—continued.

(b) The Court has power at any time to correct an error in a decree or order arising from a slip or accidental omission, whether there is or is not a general order to that effect. *MILSON v. CARTER* - - - J. C. [1893] A. C. 638

2. — *Writ for service out of jurisdiction—Statement of claim indorsed on writ.* O. XVIII. applies to writs issued for service out of the jurisdiction, and a statement of claim indorsed on such a writ may be amended without re-service. Where leave for amendment is necessary, the plff. must shew that the amended claim would have entitled him in the first instance to leave to issue a writ for service out of the jurisdiction. *HOLLAND v. LESLIE*

[Div. Ct. [1894] 2 Q. B. 346; affirm. by C. A. [1894] 2 Q. B. 450]

PRACTICE—APPEAL.

Appeals to Court of Appeal, col. 583.

Appeals to Divisional Courts, col. 589.

Admiralty.

See SHIP—ADMIRALTY PRACTICE—Appeal. 1—3.

Appeals to Court of Appeal.

[O. LVIII. relates to Appeals to the Court of Appeal.]

By the Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 Vict. c. 16), it was prescribed that appeals from judges in matters of Procedure should lie direct to the Court of Appeal; the right of appeal was restricted; and the appeals from County Courts, &c., to Divisional Courts and the Court of Appeal were regulated.

Several appeals from interlocutory orders in chambers were dismissed with costs through failure to obtain leave to appeal under s. 1 (1) (b) of the above Act - - - [1894] W. N. 203

1. — *Appeal for costs—Costs on higher scale—Special grounds.* An appeal lies on the question whether any facts exist constituting special grounds for allowing costs on the higher scale under O. LXV., r. 9. *PAINE v. CHISHOLM*

[C. A. [1891] 1 Q. B. 531]

2. — *Appeal for costs—Trustee's costs in another action.* A judgment with costs was given in the Q. B. Div. against a trustee who detained title-deeds. He then took out a summons in the Ch. Div. and got an order for payment of these costs out of the trust estate:—*Held*, that an appeal lay to the C. A., since the question was not one of costs within O. LXV., r. 1, but of charges and expenses alleged to have been incurred in the execution of the trusts. *In re BEDDOR. DOWNES v. COTTAM*

[C. A. revers. *Kekewich J.* [1893] 1 Ch. 547]

3. — *Appeal by persons not parties—Leave—Company—Scheme of arrangement.* The right of appeal against the order of a judge sanctioning a scheme of arrangement in the matter of a co. is governed by the same conditions as appeals from decisions in the ordinary jurisdiction of the Court.

A judge made an order sanctioning a scheme of arrangement under the Joint Stock Companies Arrangement Act, 1870. Persons appealed who were interested as creditors, but who had not opposed

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

the scheme at the meeting of creditors, nor appeared before the judge, nor obtained leave to appeal:—*Held*, that, as the appellants were not parties to the proceedings, they could not according to the Chancery practice appeal without the leave of the Court. *In re SECURITIES INSURANCE CO.* - - - C. A. [1894] 2 Ch. 410

4. — *Arbitration—Award—Special case.* Where an arbitrator has, by order of the Court, made an award in the form of a special case for the opinion of the Court, an appeal lies to the C. A. from the judgment of a Div. Ct.

(A) *In re KNIGHT and TABERNACLE PERMANENT BUILDING SOCIETY* - - C. A. [1893] 2 Q. B. 613

(B) *In re KIRKLEATHAM LOCAL BOARD AND STOCKTON AND MIDDLESBOUGH WATER BOARD*

[C. A. [1893] 1 Q. B. 375]

5. — *Arbitration—Award—Housing of the Working Classes Act, 1890.* There is no right of appeal to the C. A. from the refusal by a judge in chambers to give leave to appeal from an arbitrator to a jury under Sch. II., cl. 26, of the Housing of the Working Classes Act, 1890. *In re HOUSING OF THE WORKING CLASSES ACT, 1890* *Ex parte STEVENSON* Div. Ct. [1892] 1 Q. B. 304 [affirm. by C. A. [1892] 2 Q. B. 600]

6. — *Arbitration—Special case stated during the arbitration.* Where an arbitrator states a special case on a point of law arising in the course of the reference, no appeal lies to the C. A. from the judgment of a Div. Ct. *In re KNIGHT and TABERNACLE PERMANENT BUILDING SOCIETY*

[C. A. [1892] 2 Q. B. 613]

7. — *Chancery Division—Order in chambers.* A motion to discharge an order made in chambers is not an "appeal," but a rehearing. The right to move to discharge an order made in chambers by a judge of the Ch. Div. was expressly reserved by s. 50 of the Judicature Act, 1873, and that right (exercisable without leave, if notice is given within fourteen days) has not been taken away by s. 1 of the Act of 1894. An unsuccessful litigant in chambers in the Ch. Div. has still three alternatives, (i.) to move in Court to discharge the order; (ii.) to have the matter adjourned into Court; (iii.) to obtain leave from the judge to go straight to C. A. *BOAKE v. STEVENSON*

[*Kekewich J.* [1895] 1 Ch. 355]

8. — *Chancery Division—Order in chambers.* Where a case has been fully argued before a judge at chambers in the Ch. Div. an appeal lies, although the judge has not certified that he requires no further argument. *STRONG v. CARLYLE PRESS* (No. 1)

[C. A. [1893] 1 Ch. 268, at p. 272]

9. — *Co-defendant brought in as third party.* Where a third party notice claiming contribution or indemnity is given to a co-defendant, he cannot appeal to the C. A. against the notice and must wait till there has been a summons for directions and an order thereon. *BAXTER v. FRANCE* (No. 1)

[C. A. [1895] 1 Q. B. 455]

10. — "Criminal cause or matter"—*Contempt of Court.* An order was made for the attachment of a trustee for contempt in disobeying an

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

order made for his attendance before a special examiner in an administration action under O. LXVII., r. 4. *Semble*, that the contempt was not so far of a criminal nature as to make the order for attachment one made in a criminal cause or matter within s. 47 of the Judicature Act, 1873. *In re EVANS. EVANS v. NOTON* (No. 1)

[C. A. [1893] 1 Ch. 252]

11. — “*Criminal cause or matter*”—*Offence by company.*] An application to a magistrate for a summons against a co., to recover penalties for default in forwarding a list of its members to the registrar of joint stock companies, as required by s. 26 of the Companies Act, 1862, is a criminal proceeding. Therefore, the judgment of the Q. B. Div. on an application for a mandamus directing the magistrate to hear the summons is a judgment in a “criminal cause or matter” within s. 47 of the Judicature Act, 1873, and no appeal lies therefrom to the C. A. *REG. v. TYLER AND INTERNATIONAL COMMERCIAL CO.*

[C. A. [1891] 2 Q. B. 588]

12. — “*Criminal cause or matter*”—*Nuisance.*] The Q. B. Div. refused to grant an order nisi for a mandamus to compel a stipendiary magistrate who had made an order under s. 96 of the Public Health Act, 1875, for the abatement of a nuisance, to state a case for the opinion of the Court:—*Held*, that the decision of the Q. B. Div. was given in a “criminal cause or matter” within s. 47 of the Judicature Act, 1873, and therefore that the C. A. had no jurisdiction to entertain the application for a mandamus. *Ex parte SCHOFIELD* - - - C. A. [1891] 2 Q. B. 428

13. — *Election, municipal*—*Case stated on petition.*] There is no appeal from a decision of the Q. B. Div. to the C. A. on a case stated under the Corrupt Practices (Municipal Elections) Act, except by special leave of the Q. B. Div. *UNWIN v. McMULLEN* - - - Div. Ct. [1891] 1 Q. B. 694

14. — *Election, parliamentary*—*Petition—Question of law.*] A Div. Ct. consisting of two election judges rescinded an order made under s. 40 of the Corrupt and Illegal Practices Prevention Act, 1883, for the amendment of an election petition, on the ground that the judge who made it, not being on the rota of election judges, had no jurisdiction:—*Held*, that the decision was one of law within s. 14 of the Judicature Act, 1881, and therefore no appeal lay except by special leave of the Div. Ct. *SHAW v. BECKITT* - - - Div. Ct. [1893] 1 Q. B. 779; [C. A. [1893] 2 Q. B. 59]

15. — “*Final order*”—*Summons in administration action.*] An order on a summons in an administration action to adjust loss from breach of trust is in the nature of a final decision within s. 1 (a) (vi.) of the Judicature (Procedure) Act, 1894:—*Semble*, that pending the framing of rules under that s. leave to appeal is not necessary. *CHILLINGWORTH v. CHAMBERS* (No. 2)

[North J. [1895] W. N. 136 (6)]

16. — *Forma pauperis*—*Appeal from Crown side of Queen's Bench Division.*] The rule against proceedings in *forma pauperis* on the Crown side of the Q. B. Div. applies only to proceedings to

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

which the Crown is a party, and does not apply to appeals from a County Court. *CLEMENTS v. LONDON AND NORTH-WESTERN RAILWAY CO.*

[C. A. [1894] 2 Q. B. 482, at p. 486]

17. — *Forma pauperis*—*Application for leave to appeal.*] Application for leave to appeal in *forma pauperis* to the C. A. by a party who has not sued or defended in *forma pauperis* in the court below must be made *ex parte* to the C. A.; but the provisions of O. XVI., rr. 22, 23, 24, regulating proceedings by or against paupers in Courts of First Instance, must be followed. *Ex parte GOLDBERG* - C. A. [1893] 1 Q. B. 417

18. — *Habeas corpus—Infant.*] An appeal lies to the C. A. under s. 16 of the Judicature Act, 1873, from an order absolute of the Q. B. Div. directing the issue of a writ of *habeas corpus* to bring before the Court an infant who is alleged to be under the custody or control of a person not entitled thereto.

(A) *BARNARDO v. FORD. GOSSAGE'S CASE*

[H. L. (E.) [1892] A. C. 326]

(B) *REG. v. BARNARDO. JONES' CASE*

[C. A. [1891] 1 Q. B. 194; affirm. by H. L. (E.) [1891] A. C. 388]

[But see the Custody of Children Act, 1891 (54 & 55 Vict. c. 3), s. 3.]

19. — “*Interlocutory order or interlocutory judgment.*”] The C. A., assuming without deciding the point that an order made by a judge of the Ch. Div. holding the claim of a person claiming to be a creditor of a testator, and to administer his estate to be valid was an interlocutory order, gave leave to appeal. *In re ABDY. RABBETH v. DONALDSON* (No. 1) - - - C. A. [1895] W. N. 12

20. — *Interpleader—Issue tried by judge alone.*] An appeal lies from the findings on fact of a judge who tries an interpleader issue without a jury. *RAMSEY v. MARGRETT*

[C. A. [1894] 2 Q. B. 18, at p. 22]

21. — *Interpleader—Summary decision.*] Where a judge in interpleader proceedings has decided the case under O. LVII., r. 9, without directing an issue or stating a special case, his decision is a summary decision within s. 17 of the Common Law Procedure Act, 1860, and is not subject to appeal. *In re TARN*

[C. A. [1893] 2 Ch. 280]

22. — *Liberty of the subject—Motion to commit—Leave to appeal.*] An appeal lies without leave to the C. A. for the Ch. Div. from a refusal to commit for alleged breach of an injunction as being within the exception in s. 1 (b) (i.) of the Supreme Court of Judicature (Procedure) Act, 1894. *LANCASHIRE v. HUNT*

[North J. [1895] W. N. 52]

23. — *Local Government Act, 1888, s. 29—Special case.*] The jurisdiction of the High Court, upon questions submitted to them under s. 29 of the Local Government Act, 1888, is consultative only, and is not judicial. Consequently no appeal lies from their decision to the C. A. *Ex parte COUNTY COUNCIL OF KENT AND THE COUNCILS OF THE BOROUGHES OF DOVER AND SANDWICH* (No. 1)

[C. A. [1891] 1 Q. B. 725]

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

24. — *Lunacy—Costs of inquiry.*] An appeal lies, without leave, to the C. A. from a decision of the L.J.J., sitting in Lunacy, directing that the costs of an inquiry into the mental condition of an alleged lunatic should be paid out of the alleged lunatic's estate. *In re CATHCART* (No. 1) [C. A. [1893] 1 Ch. 466]

25. — *New trial—Entering judgment.*] The C. A. has jurisdiction, on a motion for a new trial under the Judicature Act, 1890, to direct judgment to be entered for either party instead of ordering a new trial. *ALLCOCK v. HALL* [C. A. [1891] 1 Q. B. 444]

26. — *New trial—Inquiry before sheriff.*] Where there has been a trial before the undersheriff and a jury for the assessment of damages in an action in the High Court, an application for a new trial must be made to the C. A. under s. 1 of the Judicature Act, 1890. *WILLIAM RADAM'S MICROBE KILLER CO. v. LEATHER* [C. A. [1892] 1 Q. B. 85]

27. — *New trial—Liverpool Court of Passage.*] Under s. 10 of the Liverpool Court of Passage Act, 1893, an appeal from that Court lies direct to the C. A. and not to a Div. Ct. *ANDERSON v. DEAN* - C. A. [1894] 2 Q. B. 222

28. — *New trial—Official referee.*] (A) A motion for a new trial of an action tried before an official referee does not fall within s. 1 of the Judicature Act, 1890, and cannot be made to the C. A. *GOWER v. TOBITT* C. A. [1891] W. N. 6

(B) Where under s. 14 of the Arbitration Act, 1889, a question has been referred for trial to the official referee, there is an appeal to the C. A. without leave from an order of the Div. Ct. on an application to review the decision of the official referee. *MUNDAY v. NORTON* [C. A. [1892] 1 Q. B. 403]

29. — *Order of single judge of Court of Appeal.*] A motion to discharge or vary an order of a single judge of the C. A. made under s. 52 of Judicature Act, 1873, is not an "appeal" within s. 1 (1) (b) of the Judicature Act, 1894, and does not require the leave of the judge or of the C. A. *BOYD v. BISCHOFFSHEIM* - C. A. [1895] 1 Ch. 1

30. — *Parties to Appeal—Respondent trustee supporting appeal.*] The rule that a respondent to an appeal cannot be heard by counsel in support of the appellant's case may be relaxed in favour of a respondent trustee who supports an appeal by a tenant for life under s. 10 of the Settled Land Act, 1890. *In re MARQUIS OF AILESBUURY'S SETTLED ESTATES* (No. 1) [C. A. [1892] 1 Ch. 506]

31. — *"Practice and procedure"—Interim injunction.*] A summons for an interim injunction till trial is a matter of "practice and procedure," within the Judicature Act, 1894, s. 1 (4), and the appeal from the judge in chambers lies to the C. A. and not to the Div. Ct. *McHARG v. UNIVERSAL STOCK EXCHANGE, LD.* [Div. Ct. [1895] 2 Q. B. 81]

32. — *"Practice and procedure"—Taxation—Solicitor's bill of costs—Review.*] A summons to

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

review the taxation of a solicitor's bill of costs is a "matter of practice and procedure" within the Judicature Act, 1894, and an appeal from the judge in chambers lies to C. A. and not to Div. Ct. *In re ODDY* - C. A. [1895] 1 Q. B. 392
— *Refusal to commit.*
See above, No. 22.

33. — *Refusal to vary minutes.*] There is no appeal to the C. A. from the refusal of a judge to vary minutes of judgment. *JAMES v. JONES* [C. A. [1892] W. N. 104]

34. — *Stamp—Objection—Ruling of judge at trial—O. XXIX., r. 8.*] Where a judge, trying an action without a jury, rules that the stamp upon any document is sufficient, or that the document does not require a stamp, the decision is final, and no appeal lies to the C. A. by way of application for a nonsuit, or to enter judgment, or for a new trial. *BLEWITT v. TRITTON* [C. A. [1892] 2 Q. B. 327]

35. — *Time for appealing—Refusal of an application—Judgment or order refusing part and granting part of relief sought.*] A judgment or order refusing part and granting part of the relief sought is not the "refusal of an application" within the meaning of O. LVIII., r. 15, so as to cause the time for appealing to run from the date of its making. *SHELPER v. CITY OF LONDON ELECTRIC LIGHTING CO. MECX'S BREWERY CO. v. THE SAME* (No. 1) - C. A. [1895] 1 Ch. 287

36. — *Time for appealing—Final or interlocutory order—Dismissal of action as frivolous.*] On a point of law being raised that the statement of claim disclosed no cause of action, the Court dismissed the action with costs:—*Held*, that the order was interlocutory, because the proceeding if given in favour of the plffs. would have allowed the action to go on, whereas a final order is one made on such an application or proceeding that for whichever side the decision is given it will, if it stands, finally determine the matter in litigation. *SALAMAN v. WARNER* [C. A. [1891] 1 Q. B. 734]

37. — *Time for appealing—Interlocutory order—Interpleader issue.*] The decision of a judge on an interpleader issue tried by him without a jury is an interlocutory order within O. LVIII., r. 15, for the purposes of appeal to the C. A. *McNAIR & CO. v. AUDENSHAW PAINT AND COLOUR CO.* [C. A. [1891] 2 Q. B. 502]

38. — *Time for appealing—Interlocutory order—Order or summons in administration action.*] In an administration action by the order on further consideration subsequent further consideration was adjourned. Four months later, on a summons by the plffs., certain annuities were declared to be charged on the residue:—*Held*, that this was an interlocutory order, and must be appealed against within fourteen days of its being passed and entered. *In re GARDNER. LONG v. GARDNER* (No. 2) - C. A. [1894] W. N. 159

39. — *Time for appealing—Judgments perfected before 1894.*] The amended rule of Nov., 1893, which substitutes fourteen days for twenty-one in case of appeal to C. A. from an interlocu-

PRACTICE—APPEAL—Appeals to Court of Appeal—continued.

tory order, and "three months" for "one year" in other cases, does not apply to judgments perfected before Jan. 1, 1894, the day on which the amended rules came into force. *BUDGETT v. BUDGETT* (No. 1) - C. A. [1894] 2 Ch. 555

40. — *Time for appealing—Leave to appeal after expiration of time—Alteration of law since judgment—Mortgagees Legal Costs Act, 1895, s. 3.* Application for leave to appeal against a judgment, dated 1893, on the ground that notwithstanding the expiration of the time for appeal the passing of the Mortgagees Legal Costs Act, 1895, had altered the law as to a solicitor-mortgagee's costs, refused. Though s. 3 of the Act is retrospective, it could not have been intended to affect judgments of the Court which were right at the time when they were given. *EYRE v. WYNN-MACKENZIE* (No. 2) - C. A. [1895] W. N. 161 (7)

41. — *Trial without jury—Decision on facts—Rehearing.* *Per Lopes L.J.:* Where a case tried by a judge without a jury comes to the C. A., the presumption is that the decision of the Court below on the facts was right, and that presumption must be displaced by the appellant. If he satisfactorily makes out that the judge below was wrong, then, inasmuch as the appeal is in the nature of a rehearing, the decision should be reversed: if the case is left in doubt, it is clearly the duty of the C. A. not to disturb the decision of the Court below. *Savage v. Adam* [C. A. [1895] W. N. 109 (11)]

— *Undertaking by solicitor to repay costs in event of successful appeal.*

See SOLICITOR—LIABILITY. 12.

Appeals to Divisional Courts.

— *from County Courts.*

See COUNTY COURT—Appeal.

COUNTY COURT—Admiralty Jurisdiction and Practice. 1—3.

1. — "Criminal cause or matter"—Libel.]

An order was made by a judge at chambers, under s. 8 of the Law of Libel Amendment Act, 1888, allowing a crim. prosecution to be commenced against the proprietors, of a newspaper for a libel published therein:—*Held*, that the order was made in a crim. proceeding, and was not subject to the Rules of the Supreme Court as to appeal from chambers, and that no appeal therefrom lay to the Div. Ct. *Ex parte PULBROOK* [Div. Ct. [1892] 1 Q. B. 88]

2. — *Housing of the Working Classes Act, 1890.* Under the provisions of Sch. II., s. 26, of the Housing of the Working Classes Act, empowering appeal from an arbitrator to a jury on a question of compensation, by leave of the High Court or a judge at chambers, there is no appeal to the Div. Ct. from the refusal of the judge in chambers to give such leave. *In re HOUSING OF THE WORKING CLASSES ACT, 1890. Ex parte STEVENSON* - [1892] 1 Q. B. 394; [affirm. by C. A. [1892] 1 Q. B. 609]

3. — *New trial—Official referee.* A motion for the new trial of an action referred for trial before an official referee must be made to a Div. Ct. The

PRACTICE—APPEAL—Appeals to Divisional Courts—continued.

Judicature Act, 1890, s. 1, only applies to motions for new trials in cases tried with a jury. *GOWSE v. TOBITT* - C. A. [1891] W. N. 6

And see PRACTICE—CROWN OFFICE; SUMMARY PROCEEDINGS—Appeals to the High Court.

Appeals to House of Lords.

See HOUSE OF LORDS—Practice.

Appeals from Justices.

See INTOXICATING LIQUORS—Licence.

SESSIONS—QUARTER SESSIONS. 1—4.

SUMMARY PROCEEDINGS—Appeals to the High Court.

PRACTICE—APPEARANCE.

[O. XII. relates to appearance.]

1. — *Amendment of writ—Second appearance.*

A second appearance is not necessary to a writ amended and re-served after the first appearance so as to become a writ specially indorsed under O. III., r. 6. *PAXTON v. BAIRD*

[Div. Ct. [1893] 1 Q. B. 139]

2. — *Female defendant.* On appearance of a female in Ch. Div. it should be stated whether she is covert or sole.

(A) *TOFIELD v. ROBERTS* - *Romer J.* [1894] W. N. 74

(B) *In re POINONS* - *Kekewich J.* [1891] W. N. 139

3. — *Female guardian ad litem.* On appearance by a female as guardian ad litem it must be stated whether she is covert or sole. *LONDON AND COUNTY BANK v. BRAY* - *Chitty J.* [1893] W. N. 130

4. — *Non-appearance.* A deft. who is served is a party even if he does not appear: *per Lindley L.J. In re EVANS. EVANS v. NOTON* (No. 1) [C. A. [1893] 1 Ch. 252, at p. 284]

5. — *Under protest.* Appearance under protest reserving a right to object to the jurisdiction is no waiver of irregularity in service. *FIRTH v. DE LAS RIVAS* - Div. Ct. [1893] 1 Q. B. 768

PRACTICE—ATTACHMENT (AND COMMITMENT).

[O. XII., r. 1, O. XLIV., and O. LII., r. 4, relate to attachment.]

Memorandum as to committal and attachment, by Mr. Registrar Lovie.—Differences between the two processes explained—Forms and warrants.

[1893] 1 Ch. 259

1. — *Affidavit—Matters to be stated.* The copy of the affidavit to be used in support of a motion for attachment, which by O. LII., r. 4, is required to be served with the notice of motion, must contain a statement that the order alleged to have been disobeyed when served was duly indorsed with the memorandum pointing out the consequence of neglecting to obey it, as required by O. XII., r. 5: and if such statement is omitted the service is insufficient. *STOCKTON FOOTBALL CO. v. GASTON* - Div. Ct. [1895] 1 Q. B. 453

2. — *Affidavit—Non-service of copy—Waiver.* Copies of the affidavits on which an application for an attachment was made in chambers were

PRACTICE — ATTACHMENT (AND COMMIT-TAL)—continued.

not served on the defendant. The objection being taken, the judge adjourned the case to give deft. an opportunity of answering them. On the further hearing deft.'s solicitor admitted that deft. could not answer them:—*Held*, that, assuming that O. LII., r. 4, of the R. S. C., 1883, applied, and that copies of the affidavits should have been served, yet the deft., having had the equivalent of the advantages intended to be conferred by the r., was not entitled to insist on the irregularity. *RENDELL v. GRUNDY* - C. A. [1895] 1 Q. B. 16

3. — *Affidavit—Service of copies.* On a motion for attachment it is necessary to serve copies of all affidavits intended to be used on the motion with the notice of motion, including a copy of an affidavit verifying the service of the original order.

(A) *TAYLOR v. ROE* (No. 1) - Kekewich J. [1893] W. N. 14

"Served with," in O. LII., r. 4, explained. *TAYLOR v. ROE* (No. 1) - [1893] W. N. 14

(B) *In re DUNNING*. *SURGEON v. LAWRENCE* [Kekewich J. [1894] W. N. 140

(C) The mere failure to serve copies of the affidavits with summonses or notice of motion is not necessarily and in all cases fatal. *RENDELL v. GRUNDY* - C. A. [1895] 1 Q. B. 16, at p. 21

4. — *Affidavit of service of order disobeyed—Non-service of copy—Dispensation.* An order was made on Aug. 5, 1892, directing a solicitor to pay a sum of money. The solicitor did not appear. A motion was made to commit him for disobedience to the order, on which he did not appear. He had been served with the order and notice of motion, but not with a copy of the affidavit of service of the order:—*Held*, that the service in the present case was sufficient, and dispensed with service of a copy of the affidavit of service of the order of Aug. 5, 1892. *In re A SOLICITOR* - Stirling J. [1893] W. N. 188

— *Appeal.*

See PRACTICE—APPEAL—Appeals to the Court of Appeal. 10, 22.

5. — *Costs.* The Court will dismiss with costs an unnecessary and vexatious motion to commit. *In re MARTINDALE* - North J. [1894] 3 Ch. 193

6. — *Discharge—Ex parte application.* A prisoner who has been attached and imprisoned for contempt in disobeying orders to attend for examination cannot move *ex parte* for his discharge. *In re EVANS*. *EVANS v. NOTON* (No. 2) [Kekewich J. [1893] W. N. 32

— *Master in lunacy—Jurisdiction to attach.*

See LUNATIC—Judicial Inquisition, &c. 5.

7. — *Notice of motion to attach.* In a foreclosure action the order absolute, as drawn up by the registrar, did not name any time within which possession was to be given, and consequently the memorandum required by O. XLI., r. 5, was not indorsed thereon. After possession had been obtained under a writ of possession, the deft. retook possession:—*Held*, that a writ of attachment was the proper remedy and could issue notwithstanding the absence of an indorsed

PRACTICE — ATTACHMENT (AND COMMIT-TAL)—continued.

order. *In re HIGG'S MORTGAGE*. *GODDARD v. HIGG* - Kekewich J. [1894] W. N. 73

8. — *Notice of motion to attach—Indorsement on citation.* A motion was made for a writ of attachment against an executrix who had not complied with a citation to bring in a probate for revocation, the memorandum required by O. XLI., r. 5, had not been indorsed on the back of the citation:—*Held*, that the motion must be dismissed. *EVANS v. EVANS* (No. 2) G. Barnes J. [1892] W. N. 174

9. — *Notice of motion to attach—Indorsement on copy order served.* The indorsement required by O. XLI., r. 5, only applies to judgments or orders which require the deft. to do some act, and not to merely prohibitory orders. *HUDSON v. WALKER* - North J. [1894] W. N. 180

10. — *Notice of motion to attach—Irrregularity—Name of wrong judge.* A notice of motion for attachment was issued marked with the name of the wrong judge:—*Held*, that this was an irregularity which could be amended. *TAYLOR v. ROE* (No. 1) - Kekewich J. [1893] W. N. 14

11. — *Notice of motion to attach—Omission of grounds of motion.* Where the notice of motion for attachment did not state the grounds on which it was issued:—*Held*, that such irregularity was fatal on an application involving the liberty of the subject. *TAYLOR v. ROE* (No. 1) [Kekewich J. [1893] W. N. 14

12. — *Notice of motion to attach—Personal service.* Where an order to deliver a bill of costs had been served personally on a solicitor, and a notice of motion to attach for non-compliance had been served at his office on his clerk:—*Held*, that the service was insufficient, but leave was given to re-serve the notice of motion by leaving the notice at his office. *In re DANCE* [North J. [1895] W. N. 127 (10)

13. — *Notice of motion to attach—Service—Defendant who has not appeared.* Where a deft. has not appeared, but the plff. knows where to find him, the Court will not issue a writ of attachment on a notice of motion which has not been served, but has merely been filed with the officer of the Court. *In re BASSETT*. *BASSETT v. BASSETT* - North J. [1894] 3 Ch. 179

14. — *Notice of motion to attach—Service—Solicitor trustee—Attachment or committal.* A solicitor trustee was made a deft. in an administration action, but did not appear. Orders were made on him to attend for examination, which he disobeyed. The plff. then obtained an order for attachment. The notice of motion for the attachment was not served personally on the deft., but filed under O. LXVII., r. 4:—*Held*, (1) that personal service was not essential; (2) that the filing of the notice was sufficient service; (3) that attachment and not committal was the proper remedy. *In re EVANS*. *EVANS v. NOTON* (No. 1) [Kekewich J. affirm. by C. A. [1893] 1 Ch. 253

15. — *Notice of motion to commit—Personal service—Substituted service—Waiver.* Notice of motion to commit a deft. must be served upon him personally if practicable, service upon his solicitor being insufficient; and the Court will

PRACTICE—ATTACHMENT (AND COMMIT-TAL)—continued.

not make an order for substituted service until it is satisfied that every endeavour has been made to effect personal service. Mere knowledge on the part of the deft. of the pltf.'s intention to move to commit does not dispense with the necessity of endeavouring to effect personal service; and the appearance of the deft. upon the motion is not a waiver of any objection on his part on the ground either of want of personal service or of any irregularity. *MANDER v. FALCKE* (No. 2)

[1891] 3 Ch. 488

16. — *Notice of motion to commit—Substituted service.* If personal service of a notice of motion to commit cannot be effected, application must be made *ex parte* for leave to effect substituted service. *In re A SOLICITOR*

[North J. [1892] W. N. 22

— of Solicitor.

See SOLICITOR—MISCONDUCT.

17. — *Writ of attachment—Non-payment—Time given—Waiver.* After a writ of attachment had been issued at the instance of clients against a solicitor for his non-payment of a sum of £78 which he had been ordered to pay, the clients, at the request of the solicitor, agreed to suspend proceedings under the writ for fourteen days, upon the solicitor paying £25 on account. This was done, but the solicitor did not make any further payment within the extended time, and he was arrested. Upon a motion by the solicitor for his discharge from custody:—*Held*, that, by giving time and accepting part payment, the clients had not waived their right to enforce the writ of attachment. *In re FEREDAY*

[North J. [1895] 2 Ch. 437

PRACTICE—CHAMBERS.

[O. LIV. relates to applications and proceedings in chambers.

O. LV. relates to chambers in the Chancery Division.]

1. — *Appeal—Chancery Division.* Where a case has been fully argued before a judge in chambers, an appeal lies, although the judge has not certified that he requires no further argument. *STRONG v. CARLYLE PRESS* (No. 1)

[C. A. [1893] 1 Ch. 268

2. — *Application referred from chambers.* Where the appeal from chambers is to the C. A. under the Judicature Act, 1894, the power of a judge in chambers to refer to the Div. Ct. has gone, and there is no power to refer to C. A. The proper course is for the judge to make an order and give leave to appeal if necessary. *HOOD BARRS v. CATHCART* (No 3)

[C. A. [1895] W. N. 34

— *Application to set aside agreement as to costs.*

See SOLICITOR—BILL OF COSTS—Remuneration Act. 2.

3. — *Jurisdiction—Transfer of actions—County Court.* Under s. 65 of the County Courts Act, 1888, a judge in chambers has jurisdiction to send actions of contract where the claim does not exceed £100 for trial in the County Court "in which the action might have been commenced," whether by leave or as of right, or "in

PRACTICE—CHAMBERS—continued.

any court convenient thereto"—that is, convenient to the parties. *BUREKILL v. THOMAS*

[Div. Ct. [1892] 1 Q. B. 99;

[affirm. by C. A. [1892] 1 Q. B. 312

PRACTICE—CHANGE OF PARTIES.

See PRACTICE—PARTIES—Change of Parties.

PRACTICE—CHARGING ORDER.

[O. XLVI. relates to charging orders.]

1. — *Debtor's shares—Beneficial ownership—"In his own right."* (A) A director of a rlyw. co., in pursuance of an amalgamation scheme with another co., sold his shares to them, but remained on the register as owner of the shares, and continued to act as a director:—*Held*, that a charging order on his qualifying shares could not be granted, as he was not the beneficial owner, and that the transferees were not estopped from denying his beneficial ownership. *HOWARD v. SADLER* - - Div. Ct. [1893] 1 Q. B. 1

(B) Shares transferred into the name of a director (to give him the necessary qualification) of which the transferors remain the beneficial owners, are not held by the director in his own right so as to be subject to a charging order under s. 14 of the Judgments Act, 1838. *COOPER v. GRIFFIN* - - C. A. affirm. Div. Ct. [1892] 1 Q. B. 740

2. — *Lunacy—Enforcing payment of costs.* An order enforcing payment of costs of an inquiry in Lunacy by directing a transfer of Consols is not a charging order and not bound by the procedure laid down in O. XLVI., r. 1. *In re CATHCART* (No. 1) - - C. A. [1893] 1 Ch. 468

3. — *Lunatic debtor—Insufficiency of fund.* Creditors of a lunatic not so found by inquisition obtained charging orders on a fund in court. The master approved a scheme for the maintenance of the lunatic which would gradually exhaust the capital of the fund:—*Held*, that a proper allowance should be made for the maintenance of a lunatic, though the effect might be to destroy the creditors' security; and that the creditors were not entitled to impound so much of the capital as was sufficient to satisfy their claims. *In re FLENDERLEITH* - C. A. [1893] 3 Ch. 332

4. — *Lunatic debtor—Priority.* The effect of a charging order made in favour of a judgment creditor under the Judgments Act, 1838, does not depend upon the capacity of the judgment debtor to give a valid charge, but upon the validity of the judgment. Creditors of a lunatic whose debts were incurred before the lunacy obtained judgments against him, and also charging orders on a fund in court, which were not in terms enforceable till the death of the lunatic or further order:—*Held*, that they had a valid charge on the fund in priority to the claims of the lunatic's administratrix. *In re LEAVESLEY* (A PERSON OF UNSOUND MIND, DECEASED)

[L.J.J. [1891] 2 Ch. 1

— *Order charging stock.*

'See MORTGAGE—FORECLOSURE. 11.

5. — *Rescinding order.* Where a charging order *nisi*, under ss. 14, 15, of the Judgments

PRACTICE—CHARGING ORDER—continued.

Act, 1838, has become absolute, the statute gives no power to rescind it. *DREW v. WILLIS. Ex parte MARTIN* - - C. A. [1891] 1 Q. B. 450

PRACTICE—COMPROMISE.

See COMPROMISE.

[*R. S. C.*, Nov., 1893 (*O. XVI.*, r. 9a), relates to approval of compromises.]

Jurisdiction to approve compromise—Absent persons—Dissentient persons. The Court has jurisdiction under *O. XVI.*, r. 9a, to approve a compromise between the parties to an action, and to make it binding on absent persons who have not assented. But the Court cannot bind those who have dissented; and if it sanctions the compromise will do so only on the terms of making provision to satisfy the full claims of the dissentients. *COLLINGHAM v. SLOPER. FOREIGN, AMERICAN AND GENERAL INVESTMENT TRUST CO. v. SLOPER* - - - [1894] 3 Ch. 716

PRACTICE—COSTS.

Appeal for Costs, col. 595.

Apportionment, col. 595.

Costs out of Estate, col. 596.

Costs of Reference, col. 596.

Counsel's Fees, col. 597.

County Court Scale, col. 597.

Discretion of Court, col. 598.

Higher and Lower Scale, col. 600.

Interest on Costs, col. 600.

Married Woman, col. 601.

Payment out of Court, col. 601.

Sets of Costs, col. 602.

Shorthand Notes, col. 602.

Solicitor and Client Costs, col. 602.

Solicitor, Personal Payment by, col. 602.

Special Statutes, col. 602.

Taxation, col. 603.

Unnecessary Proceedings, col. 604.

[*O. LXV.* relates to costs.]

Appeal for Costs.

Appeal for costs. A judgment with costs was given in the Q. B. Div. against a trustee for detention of title-deeds. On the sale of the trust estate he obtained an order in the Ch. Div. for payment of those costs out of the purchase-money:—*Held*, that an appeal lay, the question not being one of costs within *O. LXV.*, r. 1, but of charges and expenses. *In re BEDDOE. DOWNES v. COTTAM* - - C. A. *revers. Kekewich J.* [1893] 1 Ch. 547

Apportionment.

1. — *Claim and counter-claim.* On a trial before judge without a jury the claim was admitted by defts. subject to a counter-claim, and the costs of the action were allowed to plffs. and of the counter-claim to the defts. On taxation the plffs. claimed to be allowed the general costs of the action as if they had recovered the amount claimed less the counter-claim:—*Held*, that the costs of the claim and counter-claim must be

PRACTICE—COSTS—Apportionment—continued.

taxed as if they were separate actions. *FINSKA ANGFARTYGS AKTIEBOLAGET v. BROWN, TOOGOOD & Co.* - C. A. [1891] W. N. 116 *revers. Div. Ct.* [1891] W. N. 87

2. — *Partnership action.* In a partnership action the partnership assets consisted of a fund in court:—*Held*, that the fund should be applied first in paying a debt due to one partner on loan account, then in placing the partners on a footing of equality as regarded capital, that the surplus should be applied in payment of the costs of the action, and that the rest of the costs should be borne by the partners in proportion to their interests. *ROSS v. WHITE* - - C. A. *affirm.* [Kekewich J. [1894] 3 Ch. 326

3. — *Plaintiff successful as to one-third of claim.* The plff., resident in Cheshire, sued in Middlesex deft., resident in Flintshire, for £640, and recovered a verdict for £200. Ordered, under *O. LXV.*, r. 2, that the plff. should be allowed as against the deft. one-third of his costs, to be taxed as if the trial had been at Chester, and that the deft. should be allowed against the plff. two-thirds of his costs, to be taxed on the trial as held in Middlesex. *ROBERTS v. JONES* - - *Hawkins J.* [1891] 2 Q. B. 194

4. — *Plaintiff successful on only one issue.* Of two issues involved in an action plff. succeeded in one only, and an order was made to tax and set off deft.'s costs relative to issue on which he was successful, and to tax plff.'s costs of rest of action:—*Held*, that the proper course in the Ch. Div. was to apportion the costs rateably between the issues, and not to construe the order as giving the plff. all his costs, except so far as they had been increased by the issue on which he had failed. *JENKINS v. JACKSON*

[C. A. [1891] 1 Ch. 89

Costs out of Estate.

1. — *Probate action—Real estate.* In a probate action judgment was given for the plff. establishing the will (which contained specific devises of real estate, but no residuary devise), and the deft.'s costs were ordered to be paid out of the estate, but no order was made as to the costs of the plffs. propounding the will. The deceased's estate consisted of real estate, part only of which was devised, and personal estate not sufficient to pay the costs of the action. In an administration action:—*Held*, that the order of the P. Div. could only refer to the estate over which it had jurisdiction (viz., personality), and that the Ch. Div. had no jurisdiction except under special circumstances to order the costs in the P. Div. to be paid out of the real estate. *In re SHAW. BRIDGES v. SHAW* - *Kekewich J.* [1894] 3 Ch. 615

2. — *Unnecessary action by next friend of infant.* The costs of an unnecessary action by the next friend of an infant should not be allowed out of the estate. *Per Lindley L.J. In re FISH. BENNETT v. BENNETT*

[C. A. [1893] 2 Ch. 413, at 421

Costs of Reference.

Reference to special referee—Costs of action. An action was referred to a special referee with

PRACTICE—COSTS—Costs of Reference—contd.

the full powers of a judge of the High Court, and the referee directed that the defts. recover against the plttf. the costs of the action and of the award:—*Held*, that the costs of the action included the costs of the reference. *PATTEN v. WEST OF ENGLAND IRON, TIMBER, AND CHARCOAL CO.*

[Div. Ct. [1894] 2 Q. B. 159]

Counsel's Fees.**1. — Refreshers—"Clear day"—Second day.]**

(A) The right to a refresher fee can only arise where the trial has lasted a "clear day" beyond the first five hours, whether "clear day" means a separate day of the week or only an additional period of five hours. *WALKER v. CRYSTAL PALACE DISTRICT GAS CO.* - Div. Ct. [1891] 2 Q. B. 300

[Note.—*But contra*, see (B), (C) and (D) below.]

(B) A collision case extended over two hours and a quarter on the first day, and five hours and a half on the second day. On taxation of costs, between party and party, refresher fees were allowed to the counsel of the successful party in respect of the last two and three-quarter hours on the second day:—*Held*, that the taxing officer had a discretion to allow some refresher fee for any time during which the trial was substantially prolonged beyond five hours. *THE "COURIER"*

[Butt J. [1891] F. 355]

(C) A case before a jury lasted four and a half hours the first day, and five hours the second:—*Held*, that the counsel ought to be allowed refreshers for work done on the second day after the expiration of the time necessary to make up five hours, because such work was done on a "clear day" subsequent to the expiration of the five hours within the meaning of O. LXV., r. 27, sub-r. 48. *O'HARA, MATTHEWS & CO. v. ELLIOTT & CO.* - Div. Ct. [1893] 1 Q. B. 362

(D) Where two salvage actions were tried together, and the evidence in the first action was, so far as applicable, to be used in evidence in the second action:—*Held*, that the attendance of counsel was necessary during the hearing of both actions, and that refreshers should be allowed. *THE "HESTIA"* (No. 2)

[Bruce J. [1895] W. N. 100]

2. — Three counsel (A) Costs of three counsel allowed, as between party and party, in a case raising many questions of law. *DASHWOOD v. MAGNIAC* (No. 2) - Chitty J. [1892] W. N. 54

(B) Costs of three counsel allowed in a Lunacy inquiry of unusual length and difficulty. *In re CATHCART* (No. 2) - C. A. [1893] W. N. 107

Crown Side.

— *Case stated on appeal from Quarter Sessions.*
See PRACTICE—CROWN OFFICE. 1.

County Court Scale.

[O. LXV., r. 12, relates to taxation on the County Court scale of costs in actions brought in the High Court.]

1. — Action of contract—Judgment, amount of—£50 recovered.] Where exactly £50 is recovered in an action of contract brought in the High Court, the costs must be taxed on the county court scale; the express words of O. LXV.,

PRACTICE—COSTS—County Court Scale—contd.

r. 12, applying that scale where a "sum not exceeding £50" is recovered, prevailing over the inference from the words "but less than £50" in s. 116 County Courts Act, 1888. *MILLINGTON v. HARWOOD* - C. A. [1892] 2 Q. B. 166

— Copyright—Infringement.

See Special Statutes. 1, 2, below.

2. — Action involving question of title to hereditament.] Action in High Court for damage to reversion by interference with flow of water through a pipe on deft.'s land, to which plttf. claimed to be entitled. Deft. refused to admit plttf.'s title to the easement, pleaded licence from plttf.'s tenant, and paid 40s. into court. Plttf. took out the 40s. in satisfaction. The premises in respect of which the easement was claimed exceeded £50 per annum:—*Held*, that the action could not have been commenced in the county court, because a question of title to a hereditament arose which that Court had no jurisdiction to try; and that, therefore, the plttf., although he had recovered less than £10 in an action of tort, was entitled to his costs of the action, notwithstanding the provisions of the County Courts Act, 1888, s. 116. *HOWORTH v. SUTCLIFFE*

[C. A. [1895] 2 Q. B. 358]

3. — Action of tort or contract.] An action brought by a rlwy. passenger against a rlwy. co. for personal injuries caused by the negligence or misfeasance of a servant of the co., whether the passenger has or has not a ticket, is an action of tort within s. 116 of the County Courts Act, 1888.

(A) *TAYLOR v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY CO.*

[C. A. [1895] 1 Q. B. 135]

(B) *KELLY v. METROPOLITAN RAILWAY CO.*

[C. A. [1895] 1 Q. B. 944]

— Application by Bank of England.

See LUNATIC—Property. 8.

4. — Judgment, amount of—Remitted action.] An action of contract brought in the High Court for more than £50 was remitted to the county court after the plttf. had recovered less than £20 under O. xiv. They recovered in all less than £50:—*Held*, that plttf. were not entitled to costs on the Supreme Court scale in respect of any part of the proceedings. *WILSON v. STATHAM*

[Div. Ct. [1891] 2 Q. B. 281]

Discretion of Court.

[O. LXV., r. 1, and s. 5 of the Judicature Act, 1890, relate to the discretion of the Court as to costs.]

1. — Compulsory purchase under special Act—Costs of payment out.] Sect. 5 of the Judicature Act, 1890, gives the Court jurisdiction over the costs in a petition for payment out of purchase-money of property purchased compulsorily under a special Act (in this case Michael Angelo Taylor's Act (57 Geo. 3, c. xxiv.)), which contains no provision as to the costs of applications for payment out of purchase-money. *In re FISHER*

[Chitty J. [1894] 1 Ch. 53; affirm. by C. A. [1894] 1 Ch. 450]

2. — Costs of former trial to abide "result" of second trial—Refusal of certificate for costs.] In

PRACTICE—COSTS—Discretion of Court—contd.

an action of tort a new trial had been granted, with a direction that costs of the former trial should follow the "result" of the second trial, and at the new trial a verdict was found for one farthing damages, and the judge refused a certificate for costs:—*Held*, that "result" meant the result of the new trial with regard to costs, and that the *pltf.* was not entitled to any costs of the first trial. *BROTHERTON v. METROPOLITAN DISTRICT RAILWAY JOINT COMMITTEE*

[C. A. [1894] 1 Q. B. 666]

3. — *Default of defence.* Where a *pltf.* moved for judgment in default of defence under O. XXVII., r. 11, the judge has the same discretion as to costs under O. LXV., r. 1, as in all other cases, with which the C. A. will not interfere unless there has been a disregard of principle or misapprehension of facts. *YOUNG v. THOMAS*

[C. A. [1892] 2 Ch. 134]

4. — "Good cause"—*Action tried with a jury*—O. LXV., r. 1.] In an action for breach of contract to put house drainage in proper order, the *pltf.* made a claim for special damage consequent on illness which broke out in his family, acting on the opinion of his doctor that the illness arose from defective drainage. The *pltf.* succeeded in the action, but failed on this claim, and the judge gave the *def.* the costs of the items of special damage on which the *pltf.* had failed:—*Held*, that there was "good cause" for the order. *FORSTER v. FARQUHAR* C. A. [1893] 1 Q. B. 564

5. — *Habeas corpus.* The right to grant a writ of *habeas corpus* not being confined to the Crown side of the Q. B. Div., there is jurisdiction when granting an application for *habeas corpus* to order the *def.* to pay the costs of the application under s. 5 of the Judicature Act, 1890. *REG. v. JONES* - - - Div. Ct. [1894] 2 Q. B. 392

— *on motion for Injunction.*

See PRACTICE—INJUNCTION. 33.

6. — *Prohibition—Rule absolute without pleadings.* The right to grant prohibition not being exclusively in the jurisdiction of the Crown side of the Q. B. Div., the High Court, in making a rule absolute for prohibition without pleadings, may make an order as to costs under s. 5 of the Judicature Act, 1890. *REG. v. LONDON COUNTY (JUSTICES OF) (No. 3)* C. A. [1894] 1 Q. B. 453

7. — *Proper place of trial.* Where the place of trial of country cases has been improperly fixed, the Court has jurisdiction in its discretion to disallow the costs of the successful *pltf.* so far as increased by the improper selection of the venue. *ROBERTS v. JONES*, *WILLEY v. GREAT NORTHERN RAILWAY CO.* - - - *Hawkins J.* [1891] 2 Q. B. 194

— *Revenue appeals.*

See INCOME TAX. 8.

8. — *Stay of proceedings—Company in liquidation.* Where an order is made staying proceedings in an action brought against a co. which is being voluntarily wound up to the *pltf.*'s knowledge when the writ issued, the Court or judge has power to order the *pltf.* to pay the costs of the application. *FREEMAN v. GENERAL PUBLISHING CO.* - - - Div. Ct. [1894] 2 Q. B. 380

PRACTICE—COSTS—Discretion of Costs—contd.

— *Trade-mark—Infringement.*

See TRADE-MARK—INFRINGEMENT. 1.

9. — *Trustee's costs—Retaining out of estate—Judge making no order as to costs.* Where, on an originating summons calling on a trustee for his accounts, the judge does "not think fit to make an order as to the costs," it operates as a judicial decision that the trustee is not entitled to his costs of the action, and is inconsistent with his retaining them out of the estate. *In re HODGKINSON. HODGKINSON v. HODGKINSON*

[C. A. [1895] 2 Ch. 190]

Executors.

— *Successive appointment by deed and will.*

See EXECUTOR—ADMINISTRATION. 1.

Higher and Lower Scale.

[O. LXV., rr. 7, 8, 9, relate to costs on the higher and lower scale.]

1. — *Special grounds—Jurisdiction.* Before a judge can allow fees on the higher scale in App. N., there must be special grounds. On the question whether there be special grounds, an appeal lies. Unless special grounds be shown, the Court will not interfere with the judge's discretion. *PAINE v. CHISHOLM* - - - C. A. [1891] 1 Q. B. 531

2. — *Special grounds—Action for misrepresentation as to public-house takings.* The trial of an action for deceit as to the takings of a public-house lasted seven days:—*Held*, that the action involved no difficulty sufficient to justify an order for costs on the higher scale. *PAINE v. CHISHOLM* [C. A. [1891] 1 Q. B. 531]

3. — *Special grounds—Scientific evidence—Admiralty action—Plans.* In an Admiralty action relating to a claim for damages against a port authority for not keeping the bed of the harbour in a proper condition for ships to lie on at low water, a defence was raised that the damage sustained was due to the inherent weakness of the injured ship, which made it necessary to call a number of scientific witnesses and to prepare plans shewing the strength in construction of the ship:—*Held*, that the *pltf.* were entitled to costs on the higher scale, on the ground that the case was special in its nature, and had been so presented as greatly to facilitate its trial. *THE "ROBIN"* *Jeune J.* [1892] P. 95

4. — *Special grounds—Scientific expert evidence—Patent action.* In an action for infringement of an electrical patent, the decision depended on questions not of law but of electrical science, and most of the witnesses were experts in science:—*Held*, that costs should be allowed on the higher scale under O. LXV., r. 9. *HOPKINSON v. ST. JAMES' AND PALL MALL ELECTRIC LIGHTING CO.* - - - *Romer J.* [1893] W. N. 5

House of Lords.

— *Injunction—Offer of undertaking by defendant.* See PRACTICE—INJUNCTION. 30.

— *Successful pauper appellant.*

See HOUSE OF LORDS—PRACTICE. 1.

Interest on Costs.

Order for costs. An interlocutory order directing the payment of costs by one person to

PRACTICE—COSTS—Interest on Costs—contd.
 another comes within s. 18 of the Judgments Act, 1838, and carries interest on the costs thereby awarded as from the date of such order. *TAYLOR v. ROE* (No. 3) - *Stirling J.* [1894] 1 Ch. 413

Married Woman.

1. — *Restraint on anticipation.*] In view of s. 2 of the Married Women's Property Act, 1893, where an action by a married woman is dismissed with costs, the words "with liberty to apply for payment out of any property which is subject to a restraint on anticipation," should be added to the order. *DAVIES v. TREHARRIS BREWERY Co.* - *Chitty J.* [1894] W. N. 198

2. — *Restraint on anticipation—Proceeding instituted.*] (A) The words "proceeding instituted" in s. 2 of the Married Women's Property Act, 1893, do not include a motion or appeal by a married woman deft. *HOOD BARRE v. CATHCART* (No. 2) - *C. A. affirm.* *North J.* [1894] 3 Ch. 376

(B) A counter-claim is included in those words. *HOOD BARRE v. CATHCART* (No. 4)

[*Div. Ct.* [1895] 1 Q. B. 873

(C) A petition presented by a married woman deft. is not included. *HOLLINGTON v. DEAR* [*Chitty J.* [1895] W. N. 35

3. — *Set-off.*] In an action against a married woman, judgment was recovered against her, execution as to costs recoverable in the action being limited to her separate property. Subsequently, after the married woman had become a widow, the plffs. became liable to her for costs in other proceedings:—*Held*, that the plff's. costs in the first action could be set off against costs payable to deft. personally on the subsequent proceedings. *PELTON BROTHERS v. HARRISON* (No. 2) - *C. A.* [1892] 1 Q. B. 118

Payment.

— *Payment into Court on admission.*

See PRACTICE—PAYMENT INTO COURT—On Admissions.

Payment out of Court.

Petition—Service on parties bound by scheme under City of London Parochial Charities Act, 1883.] The costs of service of a petition for payment out of Court on various corporations and public bodies, disallowed, as being unnecessary, since the parties might have been joined as co-petitioners. An application to limit the general costs to such as would have been incurred if the application as to sums under £1000 had been by summons was refused. *In re RECTOR AND CHURCHWARDENS OF ST. ALBANS, WOOD STREET* - *Kekewich J.* [1891] W. N. 204

— *Quarter sessions—Appeal—Costs of licensing justices.*

See SESSIONS—QUARTER SESSIONS. 3.

Revenue Cases.

— *Crown successful against commissioners.*

See INCOME TAX. 9.

— *Railway and Canal Commission.*

See RAILWAY AND CANAL COMMISSION.

Security for Costs.

See PRACTICE—SECURITY FOR COSTS.

PRACTICE—COSTS—continued.

Sets of Costs.

Settled land—Tenant for life—Costs of sale—Separate solicitors.] Twenty-five persons had been declared by an order of the Court to have the powers of a tenant for life. On a sale of the settled property the vendors employed one solicitor to conduct the sale, but in carrying out the sale, four of them, or their incumbancers, employed other solicitors to peruse and complete:—*Held*, that there was nothing to disentitle the four persons from employing separate solicitors, and that their costs should be allowed out of the proceeds of the sale. *SMITH v. LANCASTER*

[*C. A. revers.* *Kekewich J.* [1894] 3 Ch. 430

Shorthand Notes.

Transcript of judgment.] Costs of a transcript of shorthand notes of judgments of L.J.J. allowed though a full report of the case had been published. *In re CATHCART* (No. 2) - *L.J.J.* [1893] W. N. 107

Solicitor and Client Costs.

— *Copyright—Infringement.*

See Special Statutes below.

Representation order.] On deciding as to the construction of a will, representation orders were made in respect of each of the three classes of persons interested:—*Held*, that costs should be given as between solicitor and client. *In re DAVIES. JENKINS v. DAVIES* - *Kekewich J.* [1891] W. N. 104

Solicitor, Personal Payment by.

1. — *Appeal not in interests of client—Solicitor's liability.*] The solicitor of an appellant will be ordered to indemnify his client against the costs of an appeal if the appeal was prosecuted not in the interests of the client, but for the purposes of the solicitor. *HARBIN v. MASTERMAN* (No. 2)

[*C. A.* [1895] W. N. 180 (1)

2. — *Personal order to pay—Notice, omission to give—Absence of material witness.*] On application for adjournment of a trial owing to the illness of a material witness, the solicitors may be ordered to pay the costs of the day where they fail to give proper notice of such illness, if known by them in time to keep the case out of the list. *SHORTER v. TOD-HEATLY* - *Kekewich J.*

[1894] W. N. 21

Special Statutes.

1. — *Copyright Acts—Infringement—"Full costs."*] An action for infringement of copyright was dismissed with "full costs," under 5 & 6 Vict. c. 97, s. 2:—*Held*, that this meant "party and party" and not "solicitor and client" costs. *AVERY v. WOOD* - *C. A. affirm.* *North J.*

[1891] 3 Ch. 115

2. — *Copyright Acts—Infringement—"Full costs."*] Where an author claimed and recovered four penalties of 40s. each for four infringements of his dramatic copyright:—*Held*, that although he was not entitled to costs, having recovered less than £10 in an action of tort, yet he might have his costs taxed on the footing of obtaining a full indemnity under 5 & 6 Vict. c. 97, s. 2.

PRACTICE—COSTS—Special Statutes—contd.

Per C. A.: The question of costs is governed by the special statute. The Judicature Acts and Rules do not overrule the provisions of special statutes granting special costs in particular cases.

REEVE v. GIBSON - C. A. affirm. Div. Ct. [1891] 1 Q. B. 652

— *Lands Clauses Acts.*

See LAND—Acquisition, &c. 1, 5—8.

— *Michael Angelo Taylor's Act.*

See above, Discretion of Court. 1, and LONDON COUNTY—STREETS AND HIGHWAYS. 18.

Taxation.1. — *Common order for taxation, how obtained.*

The Court has jurisdiction to make a common order to tax either on summons, or motion, or petition of course, or on writ of summons. *In re FENTON* - Kekewich J. [1894] W. N. 128

2. — *Correspondence.*

The allowance or taxation of the costs of copies of correspondence used at the trial is a matter for the discretion of the taxing master; but in exercising his discretion he ought to ascertain how much was necessary and proper to be supplied to counsel or the Court for the proper argument and decision of the case.

BUDGETT v. BUDGETT - Kekewich J. [1895] 1 Ch. 202

3. — *Discretion and duty of taxing master.*

Where the taxing master has gone through the whole of the pleadings and evidence the Court will not interfere with his discretion. The judge ought not to go into matters of detail.

(A) BUDGETT v. BUDGETT (No. 2) [Kekewich J. [1895] 1 Ch. 202

(B) OLIVER v. ROBINS - Kekewich J. [1894] W. N. 199

— *in District registry.*

See PRACTICE—DISTRICT REGISTRY. 1.

— *Taxation by county court registrar.*

See BANKRUPTCY—COSTS. 3.

4. — *Taxing master's reasons.*

The taxing master should in all cases shew to both parties the reasons he is prepared to submit to the Court for the disallowance of any item. DASHWOOD v. MAGNIAC (No. 2) - Chitty J. [1892] W. N. 54

5. — *Trustee's costs—Statute-barred items.*

Where there is a direction to ascertain the costs, charges, and expenses of trustees, statute-barred costs should be included, for the Statutes of Limitation bar the remedy, not the debt, and the object of the order is to give effect to the trustee's right of indemnity, which extends to fair claims of every kind, and not merely to those enforceable by action. BUDGETT v. BUDGETT (No. 2) - Kekewich J. [1895] 1 Ch. 202

6. — *Witnesses' expenses.*

Allowances for travelling and hotel expenses of witnesses are in the discretion of the master, and are not regulated by the common law scale of 1853. EAST STONEHOUSE LOCAL BOARD v. VICTORIA BREWERY CO. - North J. [1895] 2 Ch. 514

7. — *Witnesses' expenses—Scientific witnesses*

— *Preparatory experiments.* Fees charged by scientific witnesses in patent actions for time occupied in making experiments preparatory to

PRACTICE—COSTS—Taxation—continued.

the trial will be allowed on taxation. LEONHARDT v. KALLE - Chitty J. [1895] W. N. 97

Unnecessary Proceedings.

Next friend—Useless litigation. The costs of unsuccessful litigation by next friend should not be paid out of the estate.

(A) Observations of Lindley L.J. *In re FISH.* BENNETT v. BENNETT [1893] 2 Ch. 413 at p. 423

(B) *In re HICKS.* LINDON v. HEMERY [North J. [1893] W. N. 138

Witnesses.— *Expenses of witnesses.*

See above, Taxation. 6, 7.

PRACTICE—COUNTER-CLAIM.

See PRACTICE—PLEADING—Counter-claim.

PRACTICE—CROWN OFFICE.

[The Crown Office Rules, 1886, relate to the procedure and practice of the Crown Office.]

— *Appeal by case stated.*

See SUMMARY PROCEEDINGS—Appeals to the High Court.

1. — *Appeal from quarter sessions—Costs.*

The practice on the Crown side of the Q. B. D. is preserved unaltered by s. 4 of the Judicature Act, 1890; and there is no power to give costs to a successful appellant in a case stated by quarter sessions, on an appeal against a poor-rate, and brought up by order instead of certiorari. LONDON COUNTY COUNCIL v. CHURCHWARDENS, &c., of WEST HAM (No. 2) - C. A. [1892] 2 Q. B. 173

[But see Supreme Court of Judicature Act, 1891 (57 & 58 Vict. c. 16), s. 2, sub-s. 3.]

2. — *Mandamus—Prerogative writ.*

The Court will not refuse to grant a prerogative writ of mandamus in every case in which an action of mandamus would lie. REG. v. LONDON AND NORTH WESTERN RAILWAY - Div. Ct. [1894] 2 Q. B. 512

3. — *Mandamus—Prerogative writ—Second application.*

A second application for a prerogative writ of mandamus to compel a corporation to perform a statutory duty will not be entertained after the first has been discharged, on the ground that no demand and refusal have been made. REG. v. MAYOR AND JUSTICES OF BODMIN - Div. Ct. [1894] 2 Q. B. 21

— *Pauper, appeal by.*

See PRACTICE—FORMA PAUPERIS. 1.

— *Refusal of Quarter Sessions to give costs in licensing appeal.*

See SESSIONS—QUARTER SESSIONS. 3.

PRACTICE—DECLARATION.

Evidence—Admission—Consent. A declaration of the Court is a judicial act, and should not be made on admissions or by consent, but only when the Court is satisfied by evidence. To save expense such evidence may be produced before the chief clerk, who, without making a certificate, may inform the Court if he is satisfied, and in that case the order may go. WILLIAMS v. POWELL - Kekewich J. [1894] W. N. 141

PRACTICE—DISCONTINUANCE.

[O. XXVI. relates to discontinuance.]

Trade-mark—Rectification of register. *Quere*, whether O. XXVI., r. 1, applies to discontinuance of an application to rectify the register of trade-marks. *In re DYSON'S TRADE-MARKS* North J. [1891] W. N. 176

PRACTICE—DISCOVERY.

[O. XXXI. relates to Discovery. The Order was amended by R. S. C. of Nov., 1893.]

When granted, col. 605.

Deposit, col. 605.

Documents, Production and Inspection of, col. 606.

Interrogatories, col. 609.

When granted.

Discretion. There is no hard and fast rule as to the class of cases in which particulars will be ordered to be delivered before discovery, or discovery to be given before particulars; but the Court will, in the exercise of its discretion, look at all the circumstances in each case. *WAYNES MERTHYR Co. v. RADFORD* - - - *Chitty J.* [1895] W. N. 150 (4)

Deposit.

[O. XXXI., r. 26, requires a deposit in Court as security for the costs of discovery.]

1. — Application to increase deposit—Time.

The Court has jurisdiction to order an increase in the deposit, although the application is not made at time when order for discovery was made. *COOKE v. SMITH* - - - *C. A. affirm. Kekewich J.* [1891] 1 Ch. 509

2. — Inspection of documents referred to in answer to interrogatories. Where interrogatories have been delivered, and the deposit of £5 required by O. XXXI., r. 26, on an application for discovery of documents made, and the affidavit in answer refers to documents, an order can be made for inspection of such documents under rr. 15, 18, without requiring a further deposit. *MOORE v. PEACHEY* Div. Ct. [1891] 2 Q. B. 707

3. — Object of deposit. The object of the deposit required by O. XXXI., r. 26, is to prevent harsh and oppressive use of the machinery of discovery, by requiring a pledge of good faith on the part of the person seeking it. *Per Lindley L.J.* *COOKE v. SMITH.* C. A. [1891] 1 Ch. 509 [at p. 519]

4. — Several defendants—Discovery of documents. A plff. who brings an action for one and the same cause against several defts. is entitled to discovery of documents from all of them on payment of one sum of £5, even where they sever in their defence. *JOYCE v. BEALL*

[Div. Ct. [1891] 1 Q. B. 459

[But see next case.]

5. — Several defendants—Discovery of documents—Interrogatories. A plff. who brings an action against several defts. who sever their defences and appear by different solicitors must pay into Court under O. XXXI., r. 26, separate sums of £5 both for discovery of documents and for leave to serve interrogatories. *LIVERPOOL AND MANCHESTER ABRATED BREAD AND CAFÉ CO. v. FIRTH* - - - *Stirling J.* [1891] 1 Ch. 367

PRACTICE—DISCOVERY—continued.**Documents, Production and Inspection of.**

1. — Affidavit of documents—Conclusiveness—Pass-books. Where a plff. sealed up parts of her pass-book and swore that the sealed entries were irrelevant to the issues:—*Held*, that the deft. could not get behind the affidavit by getting an order on the plff.'s bankers for inspection of her account. *PARNELL (formerly O'SHEA) v. WOOD* - - - C. A. [1892] P. 137

2. — Affidavit of documents—Description—Sufficiency. In an action for trespass, the defence to which was right of way, plffs. filed an affidavit of documents, which described certain documents as numbered 1 to 26, and tied up in a bundle marked A, and initialed by B.:—*Held*, that the affidavit was sufficient, as it sufficiently described the documents to enable the Court to make and enforce an order for their production. *BUDDEN v. WILKINSON* - - - C. A. revers. Div. Ct. [1893] 2 Q. B. 432

3. — Affidavit of documents—Description—Sufficiency. Where an affidavit of documents is made under a common order for discovery of documents, it is not enough to tie the documents in bundles and number each bundle. Each document must be identified by being specifically marked, and if they are tied up in bundles a description must be given of the character of the documents in each bundle. *COOKE v. SMITH* [C. A. affirm. *Kekewich J.* [1891] 1 Ch. 509

4. — Bankers' books, inspection of—Privilege. A plff. in obedience to an order of the Court had produced her pass-books, sealing up certain parts which she swore were irrelevant to the matters in issue. An application was then made under the Bankers Books Evidence Act, 1879, to inspect the bankers' books:—*Held*, that it must be refused as an attempt to get behind the privilege which allowed the party producing documents to seal up irrelevant matter:—*Held*, also, that an application to issue a subpoena duces tecum for the bankers to produce the books must be refused without prejudice to any application to the judge at the trial. *In re WOOD. PARNELL (formerly O'SHEA) v. WOOD* C. A. [1892] P. 137

5. — Bankers' books, inspection of—Privilege—Entries not relevant—Account of person not party to action—Bankers Books Evidence Act, 1879 (42 & 43 Vict. c. 11), s. 7. The jurisdiction to order inspection of entries in bankers' books under s. 7 of the Bankers Books Evidence Act, 1879, ought to be exercised in conformity with the general law as to discovery, by which a party to an action is entitled to refuse discovery of entries which he swears to be irrelevant.—Therefore, where the defendant in an action stated on affidavit that entries in his banking account were irrelevant to the matters in dispute:—*Held*, that an order for inspection of those entries before the trial ought not to be made under the above-mentioned Act.—*Semble*, inspection of entries in a banker's books relating to an account kept in the name of a person not a party to the action can be ordered under the Bankers Books Evidence Act, 1879, where the Court is satisfied that those entries will be admissible in evidence against a party to the action at the trial; but

PRACTICE—DISCOVERY—Documents, Production and Inspection of—continued.

such an order ought not to be made unless very strong grounds are shewn for thinking that there are entries in the account which are material to the case of the party asking for inspection. *SOUTH STAFFORDSHIRE TRAMWAYS CO. v. EBBSMITH*
[C. A. [1895] 2 Q. B. 669]

6. — *Commission issued by Court in another part of the United Kingdom.* The only process intended to be enforced by 6 & 7 Vict. c. 82, s. 5, is the production of documents as ancillary to the examination of a witness; and there is not jurisdiction to make an order amounting to discovery against persons not parties to the action. *BURCHARD v. MACFARLANE. Ex parte TINDALL*
[C. A. revers. Div. Ct. [1891] 2 Q. B. 241]

7. — *Infant.* An infant party to an action cannot be compelled to make discovery of documents. *CURTIS v. MUNDY* — Div. Ct.
[[1892] 2 Q. B. 178]

[But see now O. XXXI., r. 29, added by R. S. C. Nov. 1893.]

8. — *Infant—Next friend.* The next friend of an infant plff. is not a "party" to the action who can be ordered to make discovery of documents. *SCOTT v. CONSOLIDATED BANK*
[Kekewich J. [1893] W. N. 56]

[But see now O. XXXI., r. 29, added by R. S. C. Nov. 1893.]

9. — *Inspection—Discretion to refuse general inspection—Rival traders.* An action was brought by the Att.-Gen. at the relation of tramcar makers against a tramway co. to restrain it from using its capital in excess of its statutory powers to make tramway rolling-stock. General inspection of documents, including all the deft. co.'s books, was asked for:—*Held*, that to make such an order would be to expose all the books of the deft. co. to the inspection of rivals in trade. Order refused, but interrogatories allowed as to capital or moneys applied in making rolling-stock. *ATTORNEY-GENERAL v. NORTH METROPOLITAN TRAMWAYS CO.* — North J. [1892] 3 Ch. 70

10. — *Inspection of documents—Libel—Particulars of justification.* In an action for libel, if the deft. puts in a plea of justification and delivers particulars in support of his plea, the issues to be tried under that plea are limited to the matters referred to in the particulars; and the deft. can only obtain discovery of documents relating to those matters. *YORKSHIRE PROVIDENT LIFE ASSURANCE CO. v. GILBERT & RIVINGTON*
[C. A. [1895] 2 Q. B. 148]

11. — *Order to attend and produce documents.* An order to attend and produce documents before a special examiner of the Court under O. XXXI., r. 7, is in the nature of a *subpoena duces tecum*. It may be made *ex parte* and on a person not a party to the action. Any legal objection to production of any particular document can be made at the examination. The rule cannot be used for private inspection, but must have reference to some proceeding in the litigation. *In re SMITH. WILLIAMS v. FRERE* — North J.
[[1891] 1 Ch. 323]

12. — *Photographs of documents.* The Court has power under O. XXXI., r. 14, and O. L., r. 3,

PRACTICE—DISCOVERY—Documents, Production and Inspection of—continued.

to allow a party to an action to take photographs of documents in the possession of another party. *LEWIS v. EARL OF LONDSEBOROUGH* — Div. Ct.
[[1893] 2 Q. B. 191]

13. — *Policy of insurance on transit by post—Discovery before delivery—Defence.* Title-deeds, insured for transit in the post by land and sea, were lost. The policy was in the form of an ordinary Lloyd's policy, altered so as to include transit by land as well as by sea. Defts., before delivery of defence, applied for discovery, as on a marine policy of the various documents specified in the form Appendix K, No. 19:—*Held*, that they were only entitled to an affidavit of documents in the ordinary form under O. XXXI., r. 12, and that the peculiar practice prevailing in marine insurance actions did not apply. *HENDERSON v. UNDERWRITING AND AGENCY ASSOCIATION*
[Div. Ct. [1891] 1 Q. B. 557]

14. — *Privilege—Charge of fraud—Inspection by judge.* Where fraud is alleged against a deft., communications between himself and his solicitor as to the subject-matter of the alleged fraud are not privileged from production, there being no distinction in this respect between a crime and a civil fraud; and it is immaterial for this purpose whether the solicitor is or is not a party to the alleged fraud.—The practice as to inspection by the judge himself, under O. XXXI., r. 19A, sub-r. 2, of documents for which privilege is claimed, discussed. *WILLIAMS v. QUEBRADA RAILWAY LAND AND COPPER CO.* Kekewich J. [1895] 3 Ch. 751

15. — *Privilege—Lunacy.* Inspection will not be permitted to a litigating party who applies for it before the trial of the litigation in order to find out his adversary's case. The doctrine of privilege and the principles applicable to inspection discussed and explained with special reference to documents in the custody of the Court in Lunacy. *In re STRACHAN (AN ALLEGED LUNATIC)* — C. A. [1895] 1 Ch. 439

16. — *Privilege—Mode of claiming—Documents relating to plaintiff's own case only.* In an action for trespass to which a defence of right of way was pleaded, it was sworn by the plff. in his affidavit of documents that a certain bundle of documents related solely to the plff.'s case, and not to that of the defts., and did not tend to support it, and protection from production was claimed:—*Semble*, (1) that it was not necessary to swear that the documents did not tend to impeach the plff.'s case; (2) that the documents were privileged. *BUDDEN v. WILKINSON*
[C. A. [1893] 2 Q. B. 432]

17. — *Privilege—Order to attend and produce documents.* A claim of privilege for documents ordered to be produced under O. XXXI., r. 7, can be made at the time and place where production is ordered. *In re SMITH. WILLIAMS v. FRERE*
[North J. [1891] 1 Ch. 323]

18. — *Privilege—Transcript of shorthand notes of examination under Bankruptcy Act.* A solicitor to a trustee in bankruptcy held, in his official capacity, a private examination of the bankrupt and others, with a view of advising the trustee whether he should commence an action

PRACTICE—DISCOVERY—Documents, Production and Inspection—continued.

against the bankrupt for the purpose of setting aside a transfer of the bankrupt's business as being in fraud of his creditors. On bringing the action, the trustee declined to produce a short-hand transcript of the examination:—*Held*, that the transcript was privileged, and need not be produced. *LEAROLD v. HALIFAX JOINT STOCK BANK* - - - *Stirling J.* [1893] 1 Ch. 686

19. — *Subpoena duces tecum—Motion to set aside.* An action was brought against the Royal College of Surgeons as to certain rights of access to or user of the College Hall. The secy. was subpoenaed to produce at the trial a mass of documents, some of which had been decided by the C. A. to be irrelevant. The secy. moved to set aside the subpoena:—*Held*, that the subpoena was oppressive, and that the secy. was entitled to have it discharged with costs. *STERLE v. SAVORY* [*Romer J.* [1891] W. N. 195]

20. — *Trade-mark cases—Form of order for production.* In a proceeding to remove trade-marks from the register after all the evidence was concluded except the cross-examination of two witnesses, the applicant took out a summons for discovery of documents:—*Held*, by *Kekewich J.*, that an order should be made, but that in trade-mark cases the common order for discovery should not be used, and directed (1) that discovery should be given by the member of the respondent firm to be examined in Court; (2) that the discovery should be limited to documents relating to certain specified questions; (3) that notwithstanding the generality of the order it should not be obligatory to set forth a schedule or otherwise to mention all the labels or other documents constituting a class, but that it should suffice as regarded each class to mention a specimen or specimens fairly representative of the whole.—*Held*, by C. A., that this order was oppressive at that stage of the proceedings, and must be discharged without prejudice to any order which the judge might make at the trial as to production of documents, the respondents undertaking to state the labels on which they relied, and to produce documents in Court. *In re WILLS' TRADE-MARK* - - - *C. A. revers. Kekewich J.* [1893] 3 Ch. 201

Interrogatories.

[*By R. S. C. Nov. 1893, O. XXXI. was amended as to interrogatories.*

By R. S. C. Nov. 1893, r. 13, no interrogatories may be administered unless allowed by a judge.]

1. — *Allowance by Judge—Objection to answer.* In a partnership action, A. and R. were defts. as exors. of a deceased partner W., R. was a deft. on his own account. An order was made in *re W.'s* estate, giving A. the conduct of the defence on behalf of the exors. The plff. exhibited interrogatories to A. and R., which were laid before the judge and allowed (with alterations):—*Held*, that A.'s being appointed to defend the suit on behalf of W.'s estate did not affect plff.'s right to interrogate R. The allowance by a judge of interrogatories does not amount to a decision that a party is bound to answer them, but leaves

PRACTICE—DISCOVERY—Interrogatories—continued.

him at liberty to take any objection to answering which he might otherwise have taken. An appeal from the allowance of interrogatories by a judge will not be allowed unless the judge has gone on a wrong principle or done substantial injustice. *PEEK v. RAY* C. A. [1894] 3 Ch. 233

2. — *Answer—Sufficiency—Agent—Executor.* When a man is interrogated about acts done in the presence of persons employed by him, their knowledge is his knowledge, and he is therefore bound, in order to enable him to answer, to make inquiry of those persons, whether they be servants or agents, such as bankers and solicitors. This rule does not apply to an exor. interrogated as to actions done by his testator 20 years before his death in presence of his bankers, &c., as an exor. has no duty to inquire into the actions of his testator so long before his death. *ALLIOTT v. SMITH* - - - *Kekewich J.* [1895] 2 Ch. 111

3. — *Libel—Evidence in mitigation of damages.* Where the deft. has within the time limited by O. xxxvi. r. 37, furnished particulars to the plaintiff as to the evidence he intends to give in mitigation of damages in an action for defamation, the deft. can administer interrogatories as to the matters referred to in the particulars. *SCAIFE v. KEMP & Co.*

[*Div. Ct.* [1892] 2 Q. B. 319]

— *Libel—Particulars of justification.*

See Documents, Production and Inspection. 10, above.

4. — *Penal action.* An action to recover the £50 allowed to the registered proprietor of a registered design for a contravention of s. 58 of the Patents, &c., Act, 1883, is a penal action, and, therefore, the plff. is not entitled to interrogate the defendant. *SAUNDERS v. WIEL* (No. 1)

[*Div. Ct.* [1892] 2 Q. B. 18; *affirm.* by C. A. [1892] 2 Q. B. 321]

5. — *Principal resident abroad—Action in name of agent.* Where the agent of a principal resident abroad brings an action in his own name, the deft. is entitled to discovery to the same extent as if the principal were the plff., and to have the action stayed until discovery is made. *WILLIS & Co. v. BADDELEY*

[C. A. [1892] 2 Q. B. 324]

6. — *Privileged documents.* There is no power to administer interrogatories as to the contents of documents privileged from inspection. *EMMOTT & Co. v. WALTERS*

[*Div. Ct.* [1891] W. N. 79]

And see above, Documents, Production and Inspection of. 14—18.

7. — *Relevancy.* An interrogatory is not admissible if the facts stated in answer to it would not be relevant evidence in chief on an issue in the action. Where it was alleged that D. and C., a bankrupt, had carried on business in buying and selling land in co-partnership, and a declaration was claimed that a certain piece of land belonged to D. and C. in co-partnership:—*Held*, that interrogatories as to particulars of previous transactions between the parties were

PRACTICE—DISCOVERY—Interrogatories—*continued.*

not relevant to the issue in the action, and oppressive. **KENNEDY v. DODSON**

[O. A. [1895] 1 Ch. 334

8. — *Rival traders.*] In an action by the Att.-Gen. at the instance of tramcar makers to restrain a tramway co. from making tramway rolling stock:—*Held*, that limited interrogatories as to the capital employed by the tramway co. in the manufacture in question should be allowed. **ATTORNEY-GENERAL v. NORTH METROPOLITAN TRAMWAYS CO.** — North J. [1893] 3 Ch. 70

9. — *Setting aside or striking out*] Order xxxi., r. 7, applies whether leave has or has not been obtained to administer interrogatories. If the interrogatories looked at as a whole are unreasonably or vexatiously exhibited, or are prolix, oppressive, unnecessary, or scandalous (i.e., within the rule), the Court may set aside or strike out the whole, though one or more taken alone may be unobjectionable. **OFFENHEIM & CO. v. SHEPFIELD** — — — C. A. [1893] 1 Q. B. 5

[*But see now r. 13 of R. S. C. Nov. 1893, substituted for O. xxxi., r. 2, of R. S. C. 1883.*]

PRACTICE—DISTRICT REGISTRY.

[O. xxxv. relates to proceedings in District Registries.

A new rule, 5A, was added by the Rules of the Supreme Court, Aug. 1894.

Directions to the District Registrars of Liverpool and Manchester were issued by Kekewich J. under O. xxxv., r. 11.]

1. — *Common order to tax petition of course*] A registrar of the District Registry of Liverpool or Manchester has no jurisdiction to make a common order for taxation of a bill of costs on an originating petition of course. *Per Lindley L.J.*: He may make a common order to tax in causes or matters properly proceeding in his district. *In re PORRETT* — — — C. A. revers. **Kekewich J.** [1891] 2 Ch. 433

2. — *Interpleader.*] A district registrar has no jurisdiction to make an interpleader order. **HOOD & SONS v. YATES** — Div. Ct. [1894] 1 Q. B. 240
[*But see now O. xxxv., r. 5A, added by the R. S. C. Aug. 1894.*]

PRACTICE—EVIDENCE.

[O. xxxvii. relates to evidence generally.]

1. — *Admissibility—Arbitration—Setting aside award—Admission by arbitrator.*] Evidence of an admission out of court by an arbitrator that he made his award improperly, is not admissible in support of an application to set aside the award. *In re WHITELEY and ROBERT'S ARBITRATION*

[**Kekewich J.** [1891] 1 Ch. 558

2. — *Admissibility—Company—Winding-up—Depositions.*] Depositions taken at the public examination of witnesses under the Companies Winding-up Act, 1890, can be used as evidence against other persons in the winding-up, subject to a right to require the witness to be produced for cross-examination. *In re LONDON AND GENERAL BANK (No. 1)* **V. WILLIAMS J.** [1894] W. N. 155

3. — *Admissibility—Contract—Ambiguous subject-matter.*] Where a written agreement to purchase a leasehold interest was ambiguous on

PRACTICE—EVIDENCE—continued.

the face of it:—*Held*, that evidence adduced, not to contradict the written agreement, but to shew what was the subject-matter, was admissible. **CLARKE v. COLEMAN** — C. A. [1895] W. N. 114 (2)

4. — *Admissibility—Contract—Letter signed by agent's clerk.*] In an action for specific performance of a contract for sale of land, the purchaser relied on four letters purporting to be written by the vendor's agent. Two of these were signed by the agent's clerk; and in the last, which was signed by the agent, there was no reference to these two:—*Held*, that parol evidence to connect the two sets of letters was inadmissible. **POTTER v. POTTERS**

[**Kekewich J.** [1895] W. N. 37

5. — *Admissibility—Entries in solicitor's diary.*] *Semble*, that to make entries in a diary admissible as evidence after the decease of the writer, it must be shewn that they were written in pursuance of some duty on the part of the person making them, and not merely for the personal convenience of the writer. Entries in the diary of a deceased solicitor were tendered in evidence in a controversy as to the validity of a post-nuptial settlement which he had prepared:—*Held*, that the solicitor in making the entries had no duty to make them. **HOPKINS v. HOPKINS (No. 2)**

[C. A. [1893] W. N. 20

6. — *Admissibility—Notice of intention to read evidence taken in other cause.*] O. xxxvii., r. 3, has the effect only of doing away with the necessity for an order to read evidence taken in another action, but does not affect the admissibility of the evidence in the cause in which it is sought to read it. **PAINTING TELEGRAPH AND CONSTRUCTION CO. OF THE AGENCE HAVAS v. DRUCKER** — — — C. A. [1894] 2 Q. B. 801

7. — *Admissibility—Historical works.*] Where it is important to ascertain ancient facts of a public nature, historical works may be referred to as evidence thereof. **READ v. BISHOP OF LINCOLN** — — — J. C. [1892] A. C. 644

8. — *Admissibility—Power of appointment—Intention*] Where a bequest is not *prima facie* specific, and can be satisfied out of the testator's own property, evidence as to the state of the testatrix's property at the time of her will and death is not admissible to prove that the bequest was meant to be an exercise of a power of appointment. *In re HUDDLESTON.* **BRUNO v. EYSTON** — — — **Kekewich J.** [1894] 3 Ch. 595

9. — *Admissibility—Promissory note insufficiently stamped.*] A promissory note insufficiently stamped is not admissible in evidence to prove the receipt of the money for which the note was given. **ASHLING v. BOON** — — — **Kekewich J.**

[1891] 1 Ch. 568

10. — *Admission—Severability of statement.*] A statement made in Jan. 1893, to the effect, "I have not banked any money this last eight months, as I have dissolved partnership with my brother last April":—*Held*, that the statement was evidence to go to a jury that A. was still a partner in June, 1893. **BROWN & CO. v. WREN BROS.**

[Div. Ct. [1895] 1 Q. B. 390

[O. xxxviii. relates to affidavits and depositions.]

PRACTICE—EVIDENCE—continued.

11. — *Affidavit—Commissioner.* An affidavit will not be taken off the file because it was sworn before a commissioner who has been struck off the rolls, but whose commission has not been revoked. *WARD v. GANGE*

[*Stirling J. [1891] W. N. 165*

12. — *Affidavit—Description of deponent—“Gentleman.”* One of the deponents to an affidavit, a solicitor, was described therein only as “gentleman.”—*Held*, that the vagueness of the description did not justify refusal to file the affidavit. It is only in affidavits as to the fitness of trustees that the value of the deponent’s evidence ought to be supported by a better description than the vague term of “gentleman.” *In re DODSWORTH. SPENCE v. DODSWORTH Chitty J. [1891] 1 Ch. 657*

13. — *Affidavit—Exhibit—Right to inspect.* Irrespective of any questions as to discovery, property, or privilege, if a document is made an exhibit to an affidavit, any person who has a right to inspect and take copies of the affidavit has a similar right as to the exhibit also. *In re HINCHLIFFE (No. 1) - C. A. [1895] 1 Ch. 117*

14. — *Affidavit of fitness of proposed trustees.* A statement that proposed trustees are “persons in good credit in the neighbourhood in which they respectively carried on business,” *held* to be a sufficient statement of their pecuniary means. *In re SMITH’S POLICY TRUSTS. SMITH v. SMITH [Kekewich J. [1894] W. N. 68*

15. — *Affidavit—Production of office copy.* The party on whose behalf an affidavit is filed is the person who is bound to produce the office copy, if a copy be required. *MARSHALL v. NATIONAL PROVINCIAL BANK OF ENGLAND [Kekewich J. [1892] W. N. 34*

16. — *Affidavit—Service of copies—Time.* As a general rule copies of affidavits in support of a bankruptcy application should be served with the notice of motion. *In re WELLS. Ex parte COLLINS - V. Williams J. [1892] W. N. 96*

17. — *Affidavit sworn before “correspondent” of party’s solicitor.* Affidavits were sworn before a country solicitor, who was the “correspondent” of the plff.’s London solicitors.—*Held*, that they must be taken off the file as being insufficient under O. XXXVIII, r. 16. *PARKINSON v. CRAWFORD [Kekewich J. [1894] W. N. 85*

18. — *Agent of Foreign Power—Right of Government not recognised by British Government to sue.* In two actions injunctions were applied for to restrain the defts. from parting with money belonging to the Republic of Chili. The motions were supported by affidavits of R., describing himself as confidential agent of the Government of Chili, and making statements as to a state of civil war in Chili.—*Held*, that R. had given no proof that he was the agent of the Republic, nor even of one of the parties now at war in that country. *REPUBLIC OF CHILI v. ROTHSCHILD. REPUBLIC OF CHILI v. BARING - Kekewich J. [1891] W. N. 126*

19. — *Appeal from comptroller referred by Board of Trade to Court.* On an appeal from the decision of the comptroller to register a trademark, the Bd. of Trade referred the appeal to the Court, on motion for directions as to evidence.

PRACTICE—EVIDENCE—continued.

An order was made for the motion to be set down in the witness list, affidavits to be filed by the parties, and the motion to be heard on the statutory declarations used before the comptroller, and the above-mentioned affidavits and the cross-examination in court of any deponent as to whom notice to cross-examine should be given by the other side. *In re ROGERS’S TRADE-MARK [North J. [1894] W. N. 173*

20. — *Commission to take evidence of party abroad—Defendant’s application—Discretion.* In granting or refusing a commission to take evidence abroad there is a material difference between a foreign plff. and a foreign deft., and the Court will not regard the case of a deft. with the same strictness as that of a plff. who has chosen his own forum. *Prima facie*, a foreigner who is sued in this country is entitled to a commission to examine him in the place where he lives.

(A) Defts., who were foreigners resident abroad, were temporarily in England when action was brought, were served, and entered appearance. They then returned abroad, and applied for a commission to examine them and their witnesses resident abroad. The Court was satisfied that the defts. had not gone abroad to avoid or delay the trial.—*Held*, that the defts. were entitled to the commission. *ROSS v. WOODFORD [Chitty J. [1894] 1 Ch. 38*

(B) A deft. resident in Canada was served in London with a writ in an English action. He applied for a commission to take his own evidence in Canada. His presence in London had not been for the purpose of defending the action.—*Held*, that he was entitled to the commission, and was not bound to attend the trial personally. *NEW v. BURNS - C. A. [1894] W. N. 196*

21. — *Company—Reduction of capital.* (A) On a petition for reduction of the capital of a co., evidence is required that the meetings at which the necessary resolutions were passed and confirmed were properly convened. *In re LEICESTER MORTGAGE CO. - Stirling J. [1894] W. N. 108*

(B) A copy of the memorandum and articles and of the minute-book of the proceedings at general meetings should be exhibited, and where reduction is to be effected by cancelling paid-up capital it must be proved that the shares to be cancelled were issued under a contract duly filed. *In re OMNIUM INVESTMENT CO. [V. Williams J. [1895] 2 Ch. 127*

22. — *Conduct money—Judgment debtor—Examination.* O. XXXVII, r. 9, does not apply to the case of a judgment debtor brought up under O. XLII, r. 32, for examination in chambers as to his property or means of satisfying the judgment. He is only entitled to what, under the circumstances, is a reasonable sum for conduct money, and the Court will not interfere with the master’s exercise of his discretion as to what is reasonable. *RENDELL v. GRUNDY - C. A. [1895] 1 Q. B. 16*

23. — *Cross-examination—Documents—Rejection.* On the trial of an action referred to a special referee, a witness in cross-examination was asked if he had any letters relating to the cause of action. He produced a mass of correspondence. Counsel proposed to call for them

PRACTICE—EVIDENCE—continued.

seriatim, and read each and cross-examine on them. This the referee refused to allow, on the ground that it would occupy an inordinate time. Counsel then wished to put the letters in *en bloc*, have copies, and then examine them at his leisure. This was also refused:—*Held*, that the proper course would have been to ask for an adjournment to examine the correspondence, and select what was material. *In re MAPLIN SANDS*

[C. A. [1894] W. N. 184 affirm. *Kekewich J.* [1894] W. N. 41]

24. — *Dormant funds.* Where funds in an action had been dormant since 1872, they were transferred to the trustee in bankruptcy of a person entitled without strict proof of the existence of creditors in a position to be paid. *PRATT v. WILLIS. GRAY v. WILLIS*

[North J. [1895] W. N. 9]

— *Injury to trade—Special damage.*

See **DEFAMATION—LIBEL.** 27.

25. — *Official referee's report—No motion to vary.* When the official referee has made his report on accounts and inquiries directed by judgment, and no motion has been made to vary his report, the Court cannot go into the evidence which was before him. *In re FITTON. HARDY v. FITTON* — *Stirling J.* [1893] W. N. 201

— *Rectification of deed.*

See **SETTLEMENT—Voluntary Settlement.** 3.

— *Sale of land.*

See **FRAUDS, STATUTE OF.**

— *Will in foreign language—Error in translation.*

See **WILL—FOREIGN WILL.**

26. — *Witness called by judge—Right to cross-examine.* When a witness is called by the judge neither party has a right to cross-examine without leave of the judge. If the evidence is adverse to either party, leave should be given to cross-examine with reference to his answers, but a general fishing cross-examination should not be allowed. *COULSON v. DISBOROUGH*

[C. A. [1894] 2 Q. B. 316]

PRACTICE—EXAMINER.

[O. XXXVII., rr. 39–52, relate to examiners of the Court.]

1. — *Limitation of time for completion of examination.* *Kekewich J.* stated, that in making an order for examination before an examiner he should limit the time within which the examination must be completed. *GEDYE v. PELLING*

[*Kekewich J.* [1892] W. N. 44]

2. — *Special examiner—Country cases.* The practice of the Court is not to appoint a special examiner even in a country case, where the expense of sending down an examiner of the Court would be extravagant with reference to the amount in dispute. Application to appoint a commissioner of oaths as special examiner refused. *BADDELEY v. BAILEY*

[*Kekewich J.* [1893] W. N. 56]

PRACTICE—EXECUTION.

See **SHERIFF, passim.**

— *Equitable execution.*

See **PRACTICE—RECEIVER—Equitable Execution.**

PRACTICE—EXECUTION—continued.

— On property of retired partner.

See **PRACTICE—SERVICE—On Firms, &c.** 10.

PRACTICE—FORECLOSURE.

See **MORTGAGE—FORECLOSURE.**

PRACTICE—FORMÂ PAUPERIS.

[O. XVI., rr. 22–31 relates to proceedings by or against paupers.]

1. — *Appeal—Crown side.* The rule of practice forbidding proceedings in *formâ pauperis* on the Crown side of the Q. B. Div. only applies to litigation between the Crown and a subject, and not to appeals from county courts, although the latter are entered in the Crown paper. *CLIMENTS v. LONDON AND NORTH WESTERN RAILWAY* — C. A. [1894] 2 Q. B. 482, at p. 486

2. — *Appeal—Special leave—Application for leave to appeal in formâ pauperis.* Application for leave to appeal in *formâ pauperis* by a party who has not sued or defended in *formâ pauperis* in the Court below must be made *ex parte* to the C. A., but O. XVI., rr. 22, 23, 24, must be followed. *Ex parte GOLDBERG* — C. A. [1895] 1 Q. B. 417

3. — *Appeal—Special leave—Security for costs.* A party who has sued or defended in *formâ pauperis* in the Court below is entitled to appeal as a pauper without either giving security for costs or obtaining special leave. *BIGGS v. DAGNALL* — Div. Ct. [1895] 1 Q. B. 107

4. — *Notice of motion—Signature of solicitor—Plaintiff in default—Terms.* A person admitted to sue in *formâ pauperis*, to whom no solicitor has been assigned, may move the Court without the signature of a solicitor to his notice of motion. Where a pauper suitor is in default, and asks for indulgence, he may be required as a condition of the grant of such indulgence to pay the costs occasioned by his default. *JACOBS v. CRUSHA*

[C. A. [1894] 2 Q. B. 37]

And see **PRACTICE—NEW TRIAL.** 9.

PRACTICE—FRIVOLOUS AND VEXATIOUS PROCEEDINGS.

See **PRACTICE—STAYING PROCEEDINGS.**

[O. XXV., r. 4, empowers the Court to strike out or stay frivolous and vexatious pleadings and proceedings.]

1. — *Extrinsic evidence of frivolousness—Scope of O. XXV., r. 4.* O. XXV., r. 4 is not intended to supply the place of demurrer except in frivolous cases, and an application thereunder will not be entertained where the pleading raises an important point of law. *Per A. L. Smith L.J.*: An application to strike out a pleading under O. XXV., r. 5, can only be made where it can be shewn without extrinsic evidence that the pleading shews on the face of it no cause of action or defence. *ATTORNEY-GENERAL OF THE DUCHY OF LANCASTER v. LONDON AND NORTH WESTERN RAILWAY Co.* — C. A. [1893] 3 Ch. 274

2. — *Inherent jurisdiction to stay.* Every Court of justice has inherent jurisdiction to stay or dismiss a frivolous or vexatious action

(A) *HAGGARD v. PELICIER FRÈRES*

[J. C. [1893] A. C. 61, at p. 63]

(B) *DAVEY v. BENTINCK*

[C. A. [1893] 1 Q. B. 185, at p. 187]

PRACTICE—FRIVOLOUS AND VEXATIOUS PROCEEDINGS—continued.

3. — *Inherent jurisdiction to stay—Time for exercise of jurisdiction.*] The Court, if satisfied at any stage of an action that the action or defence is frivolous or vexatious, may stay the action or strike out the defence. *DAVEY v. BENTINCK*

[C. A. [1893] 1 Q. B. 185]

4. — *Particulars*] *Per* Lord Esher M.R.: *Quere*, whether particulars are pleadings within O. XXV., r. 4. *DAVEY v. BENTINCK*

[C. A. [1893] 1 Q. B. 185]

5. — *Reopening concluded litigation.*] A sale of settled land by the tenant for life was sanctioned by the House of Lords. A subsequent action was brought to restrain the sale on the ground of fraud:—*Held*, that the second action must be stayed as frivolous, vexatious, and an abuse of the process of the Court, as being an attempt to reopen litigation finally determined by the House of Lords. *BRUCE v. MARQUIS OF AILESBERY* (No. 2) *Stirling J.* [1892] W. N. 149

PRACTICE—GARNISHEE.

[O. XLV. relates to attachment of debts.]

1. — *Affidavit—Sufficiency.*] It is sufficient to sustain a garnishee order under O. XLV., r. 1, if the creditor swear to the best of his knowledge and belief that a debt is owing from the garnishee to his debtor. If the creditor further and unnecessarily specifies a particular form of debt, and the garnishee denies that debt without denying that any debt be owing, the garnishee order should nevertheless issue. *DE PASS v. CAPITAL AND INDUSTRIAL CORPORATION*

[C. A. [1891] 1 Q. B. 216; *affirm.* by

[H. L. (E.) *sub nom.* VIVALL v. DE PASS

[1892] A. C. 80]

2. — *Banking account—Honouring cheques.*]

A banker was served with a garnishee order attaching all moneys in his hands belonging to the plff.:—*Held*, that he was not obliged to honour cheques drawn by the plff. against the balance in his hands over and above the judgment debt, and that his refusal to do so gave the plff. no cause of action. *Semble*, that the operation of a garnishee order may be restricted by the Court or judge to an amount equal to the judgment debt. *ROGERS v. WHITELEY*

[H. L. (E.) [1892] A. C. 118 *affirm.*

[C. A. Div. Ct. 23 Q. B. D. 236]

3. — *Bankruptcy Act, 1890—Sheriff.*] Apart from s. 11 (2) of the Bankruptcy Act, 1890, moneys in the hands of the sheriff can be attached by a garnishee order. The sub-section merely puts a temporary stop on the money in the hands of the sheriff. *In re GREER. NAPPER v. FANSHAWE* — *Chitty J.* [1895] 2 Ch. 217

4. — *Order for payment into court.*] (A) A judgment or order for payment of money into court is not within O. XLV., r. 1, and a garnishee order cannot be founded thereon. *In re GREER. NAPPER v. FANSHAWE*

[Chitty J. [1895] 2 Ch. 217]

5. — *Trust fund in hands of garnishee.*] Money was deposited by the judgment debtor with the garnishee for a special purpose that had failed:—*Held*, that the execution creditor could attach this money; for, on the failure of the

PRACTICE—GARNISHEE—continued.

special purpose, the money remained in the garnishee's hands on trust to repay it to the judgment debtor, and they could not, therefore, set up a claim to costs in answer to a demand for the return of the money. *STUMORE v. CAMPBELL & Co.* — *C. A.* [1892] 1 Q. B. 314

PRACTICE—INJUNCTION.

[O. L. relates to interlocutory orders as to injunctions.]

1. — *Agreement by infant and adult—Repudiation—Specific performance.*] An infant and adult who were joint tenants entered into an agreement with the plff. to grant a lease. The plff. sued for specific performance of the agreement and for an injunction against granting a lease to any other person:—*Held*, that an injunction could only be granted where a case was made out for specific performance, that specific performance by the infant was out of the question, and on the evidence could not be had against the adult: therefore the plff. was not entitled to an injunction. *LUMLEY v. RAVENSCROFT*

[C. A. *revers.* Day J. [1895] 1 Q. B. 683]

— *Alimony, order for—Enforcement of.*

See DIVORCE—ALIMONY.

— *Arbitration—Unfitness of arbitrator.*

See ARBITRATION—Arbitrators. 8.

2. — *Arbitration.*] The Court has jurisdiction to restrain by injunction proceedings in an arbitration where an action is pending impeaching the agreement containing the submission. *KIRKS v. MOORE* — *C. A.* [1896] 1 Q. B. 253

3. — *Breach of contract—Contract of service.*]

(A) An injunction ought not to be granted in the case of an agreement which though negative in form is affirmative in substance. An agreement in writing between plff. and deft. provided that deft. should employ plff. and that deft. would not, except in case of misconduct or breach of the agreement, require plff. to leave his employ:—*Held*, that though the clause was negative in form it was affirmative in substance, and that an injunction against breach thereof should not be granted. *DAVIS v. FOREMAN* — *Kekewich J.*

[1894] 3 Ch. 654]

(B) Where a manager agreed to give during a specified term his whole time to the management of the plff.'s business, but without negatively contracting not to serve any one else:—*Held*, that the Court would not grant an injunction restraining the manager from giving part of his time to a rival co. *WHITWOOD CHEMICAL CO. v. HARDMAN* — *C. A. revers.* *Kekewich J.*

[1891] 2 Ch. 416]

4. — *Breach of contract—Theatrical engagement.*] Deft., an actor, agreed with plff., a theatrical manager, to act and to undertake as a member of plff.'s co. for a certain time, subject to certain rules, by one of which he was prohibited from acting at any other theatre without permission. Deft. acted elsewhere without permission. Plff. applied for an injunction to restrain deft. from acting at any theatre other than that where plff.'s company played. Deft. in an affidavit in opposition to the application alleged that plff. had verbally promised that deft. should act in certain parts, but had not

PRACTICE—INJUNCTION—continued.

kept the promise:—*Held*, that the negative stipulation against acting elsewhere could be enforced by injunction, that the alleged verbal promise could not, without evidence of bad faith on the part of deft., be considered in construing the contract, that the allotting of parts to deft. was no part of the contract, and that an injunction ought to be granted. *GRIMSTON v. CUNINGHAM*

[Div. Ct. [1894] 1 Q. B. 125]

5. — *Company—Directors.* The Court has jurisdiction to grant an injunction restraining directors of a co. from excluding one of their number from board meetings, and from interfering with him in the discharge of his duties as a director. *TURNBULL v. WEST RIDING ATHLETIC CLUB (LEEDS)* — *Kekewich J.* [1894] W. N. 4

6. — *Company—Voluntary winding-up.* The Court will not except in a very strong case interfere by injunction to prevent the exercise by a co. of its statutory power to put an end to its existence by voluntary winding-up. *ELLIS v. DADSON* — *Chitty J.* [1891] W. N. 43

7. — *Company—Winding-up—Foreign action—Embargo.* In the winding-up of an English co. a sale of assets abroad was sanctioned by the Court. A creditor of the co. resident in England obtained judgment in the foreign Court, and levied an embargo on the assets abroad. He was ordered to remove the embargo on terms of a sum being placed to a separate account to meet any claim he might establish. *In re CENTRAL SUGAR FACTORIES OF BRAZIL FLACK'S CASE*

[North J. [1894] 1 Ch. 369]

8. — *Company—Winding-up—Petition.* Where a petition is not presented *bona fide* to obtain a winding-up order, but really for another purpose, such as putting pressure on the co., the Court has inherent jurisdiction to prevent such an abuse of process, and will do so by restraining the advertisement of the petition and staying all proceedings on it. *In re A Co.*

[V. Williams J. [1894] 2 Ch. 349]

9. — *Copyright—Infringement—Foreign country.* The Court has no jurisdiction to grant an injunction to restrain the infringement, in a foreign country comprised in the International Copyright Union, by an English subject of an English dramatic copyright. "*MOROCCO BOUND*" *SYNDICATE v. HARRIS*

[Kekewich J. [1895] 1 Ch. 524]

10. — *Executors of a deceased judgment creditor.* Executors of a deceased judgment creditor are not entitled to apply for an injunction against the judgment debtor's dealing with his property, since they have no substantive right against the debtor's property to which the injunction would be ancillary. *NOBURN v. NOBURN*

[Div. Ct. [1894] 1 Q. B. 448]

11. — *Ex parte—Suppression of facts—Discharge without cross-motion.* If on a motion for an injunction, or in the alternative for continuance of an interim injunction already obtained *ex parte*, it appears that the interim order was irregularly obtained by suppression of facts, the Court may discharge the *ex parte* order without a cross motion of motion. *BOYCE v. GILL*

[Kekewich J. [1891] W. N. 108]

PRACTICE—INJUNCTION—continued.

12. — *Ex parte—Suppression of material facts.* A solicitor in applying for an *ex parte* injunction suppressed the fact, which he thought immaterial, that he had himself begun bankruptcy proceedings against his client; the result being that the undertaking in damages proved worthless:—*Held*, that the solicitor had committed a serious error of judgment, for which he was personally liable both in costs and under the undertaking as to damages. *SCHWITTEN v. FAULKES* [Chitty J. [1893] W. N. 64]

13. — *Glebe lands—Mines—Control by Eccles. Commrs.* After the passing of the restraining statutes of Elizabeth, the opening of mines in glebe lands, and the letting of the mines by the incumbent, even with the consent of the patron and ordinary, were illegal until the passing of 5 & 6 Vict. c. 108, which enabled the mines to be leased with the consent of the Eccles. Commrs.

The Eccles. Commrs. can maintain an action to restrain the working of mines in glebe lands otherwise than under a lease sanctioned by them.

An incumbent cannot lawfully continue, or authorize a tenant, to work mines in glebe land which have been unlawfully opened. *ECCLIES. COMMRS. v. WODEHOUSE* — *Romer J.* [1895] 1 Ch. 592

14. — *Implied obligation—Common scheme—Residential flats.* An injunction granted to restrain the conversion into a club of a large part of a building constructed for occupation in residential flats, at the instance of a tenant under an agreement in common form binding her to rules adapted to residential purposes. *HUDSON v. CRIPPS* — *North J.* [1896] W. N. 161 (5)

15. — *Inquiry as to damages—Damages up to date of certificate.* The pliffs. brought action against the defts. for an injunction to restrain them from polluting a stream. Chitty J. at the trial granted a perpetual injunction against the C. Union, to be suspended till Aug. 25, 1890, and directed an inquiry into damages. The defts. continued to pollute the stream, and in 1893 the chief clerk gave his certificate, certifying the damages up to the date of the certificate, July 24, 1898:—*Held*, that it was right to certify damages down to the date of the certificate, as there was a continuing cause of action within the meaning of O. xxxvi, r. 58. *HOLE v. CHARD UNION*

[O. A. [1894] 1 Ch. 293]

16. — *Interference with flow of water—Tunnel for draining mine—Mala fides.* The pliffs. were the owners of waterworks which they had purchased from a co. which had constructed them under a special Act which provided that it should not be lawful for any person other than the co. to divert in any other manner than by law they might be legally entitled waters flowing from certain springs, or to sink any well or pit, or do anything whereby such waters might be drawn off or diminished. There was no clause in the Act giving compensation to landowners affected by this provision. The deft. owned land near, and began to sink shafts for the alleged purpose of draining certain beds of stone. The corporation alleged that the deft. was not acting *bona fide*, but to compel them to purchase his land:—*Held*, (1) that the special Act did not interfere with the legal rights of the deft.; (2) that a landowner in

PRACTICE—INJUNCTION—continued.

entitled to intercept water percolating underground through his own land; (3) that as the deft. was legally entitled to sink the shafts, his motive and object in so doing was immaterial. **BRADFORD CORPORATION v. PICKLES**

[*H. L. (E.)* [1895] A. C. 587
[*affirm.* G. A. [1895] 1 Ch. 145; partly *revers.*
[*Worth J.* [1894] 3 Ch. 53

— *Interim—Appeal from.*

See PRACTICE—APPEAL—Appeals to Court of Appeal. 31.

17. — *Interlocutory—Exhibition of effigy—Libel—Discretion.* Before the Court will grant an interlocutory injunction restraining publication of an alleged libel, it must be satisfied that the case is so clear that a verdict for the deft. would be set aside. The *plff.* had been tried for murder in Scotland, and a verdict of not proven had been found. The defts. exhibited an effigy of the *plff.* in London, and L. did the same at Birmingham, in both cases in close proximity to the “chamber of horrors,” and connected by reference to the scene of the murder:—*Held*, by Div. Ct., that the exhibitions were clearly libellous, and that M. was entitled to an injunction till trial. Some evidence of the *plff.’s* consent was produced before C. A., which held that the case was not clear enough to entitle the *plff.* to an injunction:—*Held*, also, Lord Halsbury diss., that an injunction should only issue in cases where a verdict for the deft. would be set aside as unreasonable:—*Held*, also, *per* Lord Halsbury and Lopes L.J., that the jurisdiction to issue injunctions in cases of libel is not confined to trade libels. **MONSON v. TUSSAUDS, LD. MONSON v. L. TUSSAUD** — *C. A.* [1904] 1 Q. B. 471

— *Interlocutory—Further breach of covenant.*

See PRACTICE—JOINDER OF CAUSES OF ACTION. 4.

18. — *Interlocutory—Libel.* (A) An injunction to restrain the sale of a newspaper containing an alleged libel, refused, the Court holding that the truth of the libel ought to be determined by a jury in the Q. B. Div. **PLUMBLY v. PERRYMAN** — *North J.* [1891] W. N. 64

(B) There is jurisdiction to grant an interlocutory injunction to restrain the sale of a newspaper containing a libellous article, but the jurisdiction should only be exercised under very special circumstances:—*Held*, *per* full C. A. (*Kay L.J. diss.*), that the circumstances of the case did not warrant an injunction. **BOYARD v. PERRYMAN** *C. A. revers.* *North J.*, both Courts [1891] 2 Ch. 269

(C) The issue by a party of a circular containing libellous *ex parte* statements and comments on the merits of an action is a contempt of Court which will be restrained by interlocutory injunction. **COATS v. CHADWICK** — *Chitty J.* [1894] 1 Ch. 347

(D) **COLLARD v. MARSHALL**

[*Chitty J.* [1898] 1 Ch. 571

19. — *Jurisdiction to grant.* [Scot. 25 (8) of the Judicature Act, 1873, has not enlarged the jurisdiction of the Court, so as to enable it to

PRACTICE—INJUNCTION—continued.

grant an injunction where, before the Act it could not have done so. **KIRTS v. MOORE**

[*C. A.* [1895] 1 Q. B. 253

20. — *Lands Clauses Act—Easement—Land.* Where land taken under the Lands Clauses Act included a private road, over which A. claimed a right of way, A., not having been paid compensation, pulled down a hoarding surrounding the land:—*Held*, that an injunction would go against A., as his remedy was under s. 68 of the Lands Clauses Act. **SCHOOL BOARD FOR LONDON v. SMITH** — *Kekewich J.* [1895] W. N. 37

21. — *Legal remedy—Quo warranto.* Where, independently of the Judicature Act, 1873, there is a right which can be asserted either at law or in equity, then s. 25 (8) of the Act provides that where it is right in order to do effectual justice an injunction may be granted: A member of a school board having been improperly declared to be disqualified, an injunction was granted restraining the board from electing a new member in his place, notwithstanding he had a remedy by *quo warranto*. **RICHARDSON v. METHLEY SCHOOL BOARD** — *Kekewich J.* [1893] 3 Ch. 510

— *Light.*

See LIGHT.

22. — *Mandatory—Pulling down wall.* (A.) There is power to grant a mandatory injunction in a proper case. The plaintiff sought a mandatory injunction to pull down a wall which obstructed his ancient lights. He had not been guilty of any delay or acquiescence, and the obstruction to light was material:—*Held*, that the defts. should be ordered to pull the wall down, and that the *plff.* was not bound to accept damages by way of remedy. **SHIEL v. GOWNEY & CO.**

[*Kekewich J.* [1898] W. N. 115

(B) A party wall held in common separated the gardens of the *plffs.* and deft. The *plffs.* pulled down part of the wall and rebuilt it as part of an addition to their house, with concrete foundations and footings extending further into the property of the deft. than the original foundation. At the height of the old wall they set back the new wall half the thickness of the old wall:—*Held*, that the *plffs.* were entitled to a partition of the wall vertically and longitudinally. A mandatory injunction against permitting the foundation and footings to remain on deft.’s land refused. **MAYFAIR PROPERTY CO. v. JOHNSON**

[*North J.* [1894] 1 Ch. 508

23. — *Mortgage by undischarged bankrupt—Sale by mortgagees.* An undischarged bankrupt mortgaged a reversion. The mortgagees put it up for sale subject to the rights of the trustee in the bankruptcy:—*Held*, that there was no jurisdiction to grant an injunction restraining the sale. *In re EVELYN. Ex parte GENERAL PUBLIC WORKS AND ASSETS CO.* — *V. Williams J.* [1894] 2 Q. B. 302

24. — *Motion by defendant—No counter-claim filed.* A deft. who has not filed a counter-claim cannot apply for an injunction against the *plff.* unless the relief sought is incident to or arising out of the relief sought by the *plff.* If the deft. desires any other relief before the time arrives

PRACTICE—INJUNCTION—continued.

for delivery of a counter-claim, he must issue a writ in a cross-action. *CARTER v. FEY*

[C. A. affirm. *Kekewich J.* [1894] 3 Ch. 541]

25. — *Notice of action—Interlocutory mandatory injunction—Evading service of writ.* The deft. was erecting a building near the plttf.'s house. The plttf. warned the deft. that if the building were continued he would sue to restrain it as an obstruction of his ancient lights. After action brought the deft. evaded service of the writ for several days, and in the meantime continued the building till substituted service on him was effected:—*Held*, that the deft.'s evasion of the writ brought the case within the principle of *Daniel v. Fergusson* ([1891] 2 Ch. 27), and that the plttf. was entitled to an interlocutory mandatory injunction ordering the deft. to pull down so much of the building as had been erected after the plttf. had warned the deft. that he intended to bring an action. *VON JOEL v. HORNSEY*

[C. A. affirm. *Kekewich J.* [1895] 3 Ch. 774]

26. — *Notice of motion—Service out of jurisdiction.* *Seem*, that leave to serve notice of motion for an injunction with the writ out of the jurisdiction cannot be granted, *MANTONA AND NORTH WEST LAND CORPORATION v. ALLAN*

[North J. [1893] 3 Ch. 432]

27. — *Nuisance anticipated—Quia timet action—Small-pox hospital.* An injunction to restrain an apprehended future nuisance will not be granted unless the applicant can shew a strong case of probability that the apprehended mischief will in fact arise. The defts. proposed to establish a small-pox hospital in an adjoining district. The plttfs. contended that the nature of the scheme and the position selected constituted it a public nuisance dangerous to the health of the neighbourhood:—*Held*, that the plttfs. had failed to shew a probability that the apprehended danger would arise. *Quere*, whether the public benefit derivable from the existence of the hospital did not counter-balance the alleged dangers from its institution. *ATTORNEY-GENERAL v. MANCHESTER CORPORATION* *Chitty J.* [1893] 2 Ch. 87

28. — *Nuisance—Noise—Music.* Action between two neighbours, each of whom asked for an injunction to restrain musical noises on the part of the other. Injunction granted against deft. restraining him from making noises in his house so as to vex or annoy plttf. *CHRISTIE v. DAVEY*

[North J. [1893] 1 Ch. 316]

29. — *Nuisance—Noise—Noise caused by several persons.* The acts of two or more persons may taken together constitute such a nuisance that the Court will restrain all from such acts, although the nuisance caused by the act of any one of them taken alone would be inappreciable and would not be restrained by injunction. *LAMTON v. MELLISH. LAMTON v. COX*

[Chitty J. [1894] 3 Ch. 163]

— *Partner making list of customers.*

See PARTNERSHIP—Contract. 1.

30. — *Offer of undertaking by defendant—Costs.* In an action to restrain the infringement of the plttf.'s patent, a deft., on being served with the writ, offered to undertake not to infringe,

PRACTICE—INJUNCTION—continued.

and to give the other relief claimed by the writ, and to pay the plttf.'s costs. Notwithstanding this offer, the plttf. delivered a statement of claim and particulars of breaches. The deft. then delivered a defence, in which he relied on his offer. The plttf. moved for judgment in the terms of the statement of claim:—*Held*, that the plttf. ought to have accepted the undertaking offered, and, on the deft.'s giving the undertaking, the Court declined to grant an injunction, giving the plttf. costs down to the date of the offer, and the costs of the day's appearance, and giving the deft. the subsequent costs. *JENKINS v. HOPK*

[North J. [1895] W. N. 161 (6)]

31. — *Partner of unsound mind—Interference with business.* The Court has jurisdiction to restrain a partner of unsound mind from interfering in the partnership affairs so as to injure the partnership business during the pendency of an action for dissolution on the ground of such unsoundness. *J—v. S—*

[Stirling J. [1894] 3 Ch. 72]

32. — *Prospective injury.* Where it is proved that a proposed building will injure a legal right of light, the owner of the right is, in the absence of special circumstances, entitled to an injunction to restrain the erection of the building:—*Quere*, whether in such a case the Court would have jurisdiction to give damages for the prospective injury in lieu of the injunction. *MARTIN v. PRICE—C. A. revers. Kekewich J.*

[1894] 1 Ch. 576]

— *Schoolmaster, restraining dismissal of.*

See CHARITY—MANAGEMENT. 1.

— *Solicitor's retainer—Restraining withdrawal.*

See SOLICITOR—RETAINER. 1.

33. — *Statutory powers—Electric lighting—Vibration—Right of reverter to sue.* In a case of continuing actionable nuisance, the jurisdiction of the Court to award damages instead of an injunction, ought only to be exercised under very exceptional circumstances. *Per A. L. Smith L.J.*: Damages may be given instead of an injunction, when the following requirements are all found in conjunction, viz., where the injury to the plttf.'s rights is—(i.) small; (ii.) capable of being estimated in money; (iii.) capable of being adequately compensated by a small sum; (iv.) when an injunction would be oppressive. *SHELKER v. CITY OF LONDON ELECTRIC LIGHTING CO. MEUX'S BREWERY CO. v. THE SAME (No. 1).*

[1895] 1 Ch. 287]

34. — *Suspension.* A judge of the High Court has jurisdiction to extend the period of suspension of an injunction granted by C. A. and suspended by that Court. *SHELKER v. CITY OF LONDON ELECTRIC LIGHTING CO. MEUX'S BREWERY CO. v. THE SAME (No. 2)—C. A.* [1895] 2 Ch. 388

35. — *Threat of proceedings—Offer of all that could be obtained on motion—Costs.* Where on a threat of proceedings the deft. through his solicitor writes to the plttf. offering all that he could obtain on an interlocutory motion, and there is no suggestion that the offer would not be carried out, and notwithstanding plttf. brings his action and moves for an injunction, such motion

PRACTICE—INJUNCTION—continued.

will be refused with costs. *SNUGGS v. SEYD & KELLY'S CREDIT INDEX CO.*

[*Chitty J.* [1894] *W. N.* 95]

36. — *Trade libel—Intimidating circular.* Where a trade union published a poster headed "T.'s Black List," giving the names of T.'s non-union workmen:—*Held*, by Kekewich J., that as on the evidence the principal motive was to injure T. and the non-union men, and as the injury was being inflicted from day to day, T. and the non-union men were entitled to an injunction against the trade union and their servants, &c., and against the secretary and other officers, who were defts. by name without addition. Affirmed by C. A. on the ground that a *prima facie* case had been established that the defts. had gone beyond what they were entitled to do, and had refused to give an undertaking to desist pending the action. *TROLLOPE v. LONDON BUILDING TRADES FEDERATION*

[*Kekewich J.* [1895] *W. N.* 29;

[*C. A.* [1895] *W. N.* 45]

And see No. 18, above.

— *Trade-mark—Infringement.*

See **TRADE-MARK—REGISTRATION.** 13.

37. — *Trade name—Misleading advertisements—Form of order.* The defts. issued advertisements, cards, and circulars, calculated to lead to the belief that the defts.'s business was the same as or a branch of the plttf.'s business:—*Held*, that it was a case for granting perpetual injunction to prevent the defts. advertising or carrying on their business without clearly distinguishing their business from that of the plttf. *WOLMERSHAUSEN v. WOLMERSHAUSEN & CO.*

[*Chitty J.* [1892] *W. N.* 87]

38. — *Trade secrets.* A former servant can be restrained from using forms copied by him from those used by his employer, and from using copies or extracts from a register of persons with whom his employer did business for the purpose of canvassing them.

(A) *LOUIS v. SMELLIE*

[*C. A.* [1895] *W. N.* 115 (*)]

(B) *ROBB v. GREEN* *C. A.* [1896] 2 *Q. B.* 315
[affirm. *Hawkins J.* [1896] 2 *Q. B.* 1]

(C) *LAMB v. EVANS* *C. A.* [1893] 1 *Ch.* 318
[affirm. *Chitty J.* [1892] 3 *Ch.* 462]

39. — *Undertaking as to damages—Principle of assessment of damages.* Where an interim injunction is dissolved only such damages are to be awarded under the undertaking as naturally flow from the grant of the injunction. An interim injunction was granted to restrain breach of copyright by dramatising a novel. The defts. had made considerable profits by his drama. On dissolution of the injunction he claimed that damages payable on the plttf.'s undertaking should include loss of profits on the tour of a dramatic co. which was to include his drama in their repertory:—*Held*, that the damages must be limited to the profit lost on the drama to which the injunction applied. *SCHLESINGER v. BEDFORD*

[*C. A.* [1893] *W. N.* 87]

40. — *Undertaking as to damages—Married woman without separate estate.* It is not a sufficient ground for refusing an interlocutory injunc-

PRACTICE—INJUNCTION—continued.

tion to a married woman that her undertaking in damages will be illusory, she not having any separate estate. *PIKE v. CAVE*

[*Kekewich J.* [1893] *W. N.* 91]

41. — *Undertaking as to damages—Suppression of facts.* Where a solicitor applying for an *ex parte* injunction suppressed material facts as to the solvency of his client:—*Held*, that he should be made personally liable on the client's undertaking as to damages and for the costs. *SCHMITTEN v. FAULKS* — *Chitty J.* [1893] *W. N.* 64

42. — *Where action does not lie.* An injunction will not be granted restraining the disparagement of a trader's goods where an action does not lie. *MELLIN v. WHITE* — *H. L. (E.)*

[1896] *A. C.* 154 affirm. *Romer J.* and *revers.*

[*C. A.* [1893] 3 *Ch.* 278]

PRACTICE—INQUIRY AS TO DAMAGES.

[*O. XXVII.*, rr. 56–58, relates to writs of inquiry and references as to damages.]

1. — *Continuing cause of action.* In an inquiry as to damages in respect of a continuing cause of action, the damages are to be assessed down to the date when the assessment takes place. *HOLE v. CHARD UNION*

[*C. A.* [1893] 1 *Ch.* 293]

2. — *Inquiry as to damages for illegal detention.* An inquiry was directed as to damages occasioned by detention of cargoes of guano, but the judgment contained no declaration that the detention had been illegal, nor defined the period of time during which it continued. The chief clerk assessed the damages on the assumption that the detention lasted from the arrival of the cargoes at their ports of discharge until the date of the judgment, although prior to the judgment a receiver had been appointed of the cargoes in controversy:—*Held* (1) that the illegal detention ceased on the appointment of the receiver; (2) that damages for the actual period of illegal detention should be computed at 5 per cent. on the value of the cargoes, and 4 per cent. on the damages so ascertained from the cesser of the illegal detention. *DREYFUS v. PERUVIAN GUANO CO.* — *H. L. (E.)* [1892] *A. C.* 166

3. — *Writ of inquiry—Appeal.* An assessment of damages under a writ of inquiry is for purposes of appeal equivalent to the trial of the action. *WILLIAM RADAN'S MICROBE KILLER CO. v. LEATHER* — *C. A.* [1892] 1 *Q. B.* 85

And see **PRACTICE—INJUNCTION.** 37—39.

PRACTICE—INSPECTION OF DOCUMENTS.

See **PRACTICE—DISCOVERY—Documents, Production and Inspection of.**

PRACTICE—INSPECTION OF PROPERTY.

Inspection of Property.

— *Referee's power to order—Concurrent jurisdiction of Court.*

See **PRACTICE—REFERENCE—Special Referee.** 2.

PRACTICE—INTERPLEADER.

[*O. LVII.* relates to interpleader.]

— *Appeal—Issue tried without a jury.*

See **PRACTICE—APPEAL—Appeals to the Court of Appeal.** 20.

PRACTICE—INTERPLEADER—continued:**— Appeal—Summary decision.**

See **PRACTICE—APPEAL—Appeals to the Court of Appeal.** 21.

— Appeal—Time for appealing.

See **PRACTICE—APPEAL—Appeals to the Court of Appeal.** 37.

— Execution against firm—Bankruptcy of one partner.

See **BANKRUPTCY—ASSETS.** 9.

1. — **Goods taken in execution—Deposit by claimant—Deposit paid out to judgment creditor—Second execution—Estoppel.** A claimant in interpleader deposited the value of the goods to abide the event of the issue. She failed to establish her claim, and the money was paid to the judgment creditor in part satisfaction. The judgment creditor levied again on the same goods:—*Held*, that the judgment creditor by taking the deposit out of court was estopped in respect of the same judgment from disputing that the claimant was the owner of the goods. **HADDOW v. MORTON** Div. Ct. [1894] 1 Q. B. 95; affirm. by [C. A. [1894] 1 Q. B. 565]

2. — **Issue not tried—Sheriff—Costs.** Goods seized by the sheriff under a *fi. fa.* were claimed by the claimant. The sheriff obtained an interpleader order for an issue to be tried in the County Court. The landlord claimed for rent, which the execution creditor did not meet. The sheriff went out of possession, and the issue was not tried. An application was made by the sheriff to discharge the order for trial of the issue, and by the execution creditor that the claim should be barred and the costs and those of the sheriff paid by the claimant:—*Held*, that the execution creditor should pay the sheriff his costs, and that the claimant should pay to the execution creditor half the sheriff's costs from the date of claim. **LAWSON v. CARTER**

[Div. Ct. [1894] W. N. 6]

3. — **Jurisdiction of district registrar.** A district registrar has no jurisdiction under the R. S. C., 1883, to make an interpleader order. **HOOD & SONS v. YATES**.

[Div. Ct. [1894] 1 Q. B. 240]

[*Bul. see now O. XXIV., r. 5A, of R. S. C. Aug. 1894.*]

4. — **Receivership—Order—Liquidation.** Judgment creditors of a French co. obtained *ex parte* an order for a receiver of the co.'s interest in goods in the possession of a firm in E., and subject to a lien in their favour. The co. then went into liquidation in France. An issue was directed to try the title to the net proceeds of the goods as between the liquidator of the co. and the judgment creditors:—*Held*, that the receivership order operated as equitable execution, and that the judgment creditors were entitled to the proceeds of the goods. **LEVASSEUR v. MASON & BARRY** — — — C. A. [1891] 2 Q. B. 73

— Sheriff's costs—Notice of receiving order—Bankruptcy.

See **SHERIFF.** 10.

PRACTICE—INTERROGATORIES.

See **PRACTICE—DISCOVERY—Interrogatories.**

PRACTICE—JOINDER OF CAUSES OF ACTION.

[O. XVIII. relates to joinder of causes of action.]

O. XVIII., r. 2, forbids the joinder without leave with claims for the recovery of land of all but certain excepted causes of action.]

1. — **Joinder of several plaintiffs in respect of several causes of action.** (A) Several shippers shipped bales of cotton by a general ship on similar bills of lading. On her arrival the number of bales was short. Some of the landed goods could not be identified, their marks having become obliterated. These were sold and the proceeds divided rateably among the consignees. Sixteen holders of bills of lading and seven consignees joined in one action against the shipowner for non-delivery of the bales specified in their bills of lading:—*Held*, (1.) that the causes of action of the several plaintiffs were separate and distinct, and could not be joined in one action either under O. XVI. or O. XVIII.; (2.) that O. XVI. deals merely with the parties to an action, and does not relate to the joinder of causes of action. **SMURTHWAITE v. HANKEY** H. L. (E.) [1894] A. C. 494 *revers.* [C. A. [1893] 2 Q. B. 412]

(B) In a suit in Admiralty under Lord Campbell's Act (9 & 10 Vict. c. 93) numerous plaintiffs sought to recover damages as due to each plaintiff or group of plaintiffs for damages caused by death of Japanese sailors in a maritime collision alleged to have been due to the defendant's negligence:—*Held*, the causes of action being distinct and different could not be joined. **PENINSULAR AND ORIENTAL STEAMSHIP CO. v. TSUNE KIJIMA**

[J. C. [1895] A. C. 661]

2. — **Joinder of two plaintiffs in respect of distinct causes of action—Slander.** Two plaintiffs, sued jointly for slander and delivered a statement of claim alleging several slanders, some of one plaintiff, some of the other:—*Held*, that they were improperly joined, that they must elect which would proceed, and that the other must be struck out of the action. **SANDES v. WILDSMITH**

[Div. Ct. [1893] 1 Q. B. 771]

3. — **Nuisance caused by concurrent acts of independent persons.** The plaintiff, a dealer in cycles brought an action against two railway cos. which had parcel offices adjoining his shop on opposite sides, alleging that each co. caused carts to stand on the highway in front of its office for an unreasonable length of time, and that these combined acts prevented all access to his shop by vehicle or cycle, and caused him special inconvenience and loss of trade. He claimed damages and an injunction. One of the cos. obtained an order in chambers staying the action unless the claim was amended by striking out the name of the other co. as a defendant:—*Held*, by A. L. Smith L.J., that the order was right, for that the two cos. were separate tortfeasors, and could not be joined as co-defendants in an action for damages, however the case might have stood if the action had been for an injunction only:—*Held*, by Rigby L.J., that, it having been decided by the C. A. that where several persons concurrently do acts the doing of which by each alone would not be a nuisance, but which collectively create a nuisance to which all contribute, they may be sued together for an injunction, the present action ought to be allowed to proceed against both defendants, for that the intro-

PRACTICE—JOINDER OF CAUSES OF ACTION
—continued.

duction of a claim for damages, whether the plff. could succeed upon it or not, ought not to prevent the proceeding for an injunction, which was the principal relief sought.—The judges differing, the order under appeal was affirmed.—Where a nuisance was caused by the combination of the acts of two independent persons:—*Held*, by A. L. Smith L.J., that they were separate tortfeasors who could not be sued together for damages:—*Held*, by Rigby L.J., that as they could be sued together for an injunction the introduction of a claim for damages made no difference. *SADLER v. GREAT WESTERN RLY.*

[C. A. [1895] 2 Q. B. 688]

[But see *LAMETON v. MELLISH*. *LAMETON v. COX*, *Chitty J.* [1894] 3 Ch. 163.]

4. — *Recovery of land—Injunction—Breach of covenant.* The writ was indorsed for recovery of land, means profits, and damages for breach of covenant, and also for an injunction to restrain further breach or damage. Objection was taken that the claim for injunction was wrongfully joined, being without leave, to the action for recovery of land:—*Held*, that the demand, being only for an interlocutory injunction, which is merely a substitute for damages between the issue of the writ and trial, did not offend against O. XVIII., r. 2. *READ v. WOTTON*

[*Stirling J.* [1893] 2 Ch. 171]**PRACTICE—JOINDER OF PARTIES.**

See PRACTICE—PARTIES.

PRACTICE—JUDGMENT AND ORDER.*Assignment*, col. 629.*Enforcement*, col. 629.*Entry*, col. 629.*Form*, col. 630.*Motion for Judgment*, col. 630.*Setting aside*, col. 630.

[O. XI. relates to motions for judgment. O. XII. relates to entry of judgment.]

Assignment.

Assignment of judgment. *Semble*, that an application for an assignment of a judgment under s. 5 of the Mercantile Law Amendment Act, 1856, except in the case of an administration action, should be by action and not by motion. *THE "ENGLISHMAN" AND THE "AUSTRALIA"* (No. 2) — — — *Brace J.* [1895] F. 212

Enforcement.

Enforcing order—Transfer of Consols. A married woman deft. refused to obey an order to transfer Consols, part of her separate estate:—*Held*, that there was jurisdiction under s. 14 of the Judicature Act, 1884, to nominate a person to execute the transfer on behalf of the deft. *In re LUMLEY* (No. 1) — — — *North J.* [1893] W. N. 13

Entry.

1. — *Order not entered—Nunc pro tunc.* An order appointing trustees under the Settled Land Act, 1882, was drawn up, but not passed or entered. The order had been acted upon and one of the trustees had died. The Court on an

PRACTICE—JUDGMENT AND ORDER—Entry
—continued.

ex parte application allowed the order to be re-drawn, passed, and entered *nunc pro tunc*. *In re JONES*. *BULLIS v. JONES*

[*Stirling J.* [1891] W. N. 114]

2. — *Varying minutes—Appeal.* There is no appeal to the O. A. from the refusal of a judge to vary minutes. The appeal must be from the judgment itself. *JAMES v. JONES* (No. 1).

[C. A. [1892] W. N. 104]

Execution.See PRACTICE—SEQUESTRATION.
SHERIFF. 2, 3.**Form.**

1. — *Partnership—Infant partner.* Judgment cannot be recovered against a firm simply of which one partner is an infant, but may be recovered against the defts. "other than" the infant partner. *In re BEAUCHAMP BROTHERS*. *Ex parte BEAUCHAMP*. C. A. [1894] 1 Q. B. 1

[varied by H. L. (E.) *sub nom.* *LOVELL & CHRISTMAS v. BEAUCHAMP* [1894] A. C. 607]

2. — *Specific performance—Purchaser's action—Form of judgment.* Where in a purchaser's action for specific performance judgment is obtained in default of defence, the words "in case the parties differ" should be omitted from the direction that the vendor should execute a proper conveyance to be settled by the judge. The omission of these words does not necessitate a reference to the conveying counsel; it was only necessary that the document should be initialed in chambers. *BAXENDALE v. LUCAS*

[*Kekewich J.* [1895] W. N. 30]**Motion for Judgment.**

[O. XI. relates to motion for judgment.]

1. — *Absent defendants.* In an action against several defts. some consented to a perpetual injunction, and the action was set down as a short cause motion for judgment with agreed minutes against the consenting defts. The others were not served:—*Held*, that the motion should be treated as interlocutory and proceedings in the action stayed as against the consenting defts. except as far as necessary to carry out the terms of the consent. *COOKE v. GILBERT*

[*North J.* [1892] W. N. 111]

2. — *Notice to co-defendants.* Where issues have been tried and determined in favour of some of the defts., notice of motion for judgment must be given to the others. *BOALER v. BRONHURST* (No. 2)

[*Stirling J.* [1892] W. N. 121]**Setting aside.**

1. — *Action against one of two joint contractors.* The plffs. obtained a judgment by consent against B. They afterwards discovered that another person was a partner with him, and they applied, with the consent of the judgment debtor, to have the judgment set aside and the writ amended:—*Held*, that when once judgment was signed against the one partner, the plffs. remedy against the other was extinguished, and could not be revived by consent. *HAMMOND v. SHERWOOD* — — — *Div. Ct.* [1891] 1 Q. B. 453

2. — *Default in pleading—Short cause.* The

PRACTICE—JUDGMENT AND ORDER—Setting aside—continued.

plff. had given notice of motion for judgment in default of pleading, and set down the case for judgment. The deft. owing to absence did not receive the notice:—*Held*, that the plff. was within his rights under the regn. as to short causes; but judgment set aside on terms of paying the costs of the motion and subsequent to the statement of claim. *GREEN v. MOORE*
[North J. [1891] W. N. 68]

PRACTICE—JURISDICTION.

—*Action remitted to County Court.*

See COUNTY COURT—Transfer and Remittal.

—*Appeal by case stated from justices.*

See SUMMARY PROCEEDINGS—Appeals to High Court.

—*Arbitration—Order to state special case.*

See BUILDING SOCIETY—Arbitration. 2.

—*Conveyance of wife's estate—Jurisdiction of Chancery Division.*

See MARRIED WOMAN—PROPERTY—Conveyance.

1. — *Failure of special statutory tribunal—Power to assess damages in High Court.* Where by reason of the abeyance of the special statutory tribunal it is impossible to assess compensation as directed by a special Act, the amount of compensation can be assessed in an action in the High Court. *BENTLEY v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY CO.*
[Romer J. [1891] 3 Ch. 223]

— *as to grant of Injunctions.*

See PRACTICE—INJUNCTION. 17, 18, 40.

2. — *Jurisdiction of judge of Court of Appeal to make orders in the Chancery Division.* Sect. 51 of the Judicature Act, 1873, and the letters of request of the L. Chan. to the L.J.J. to act as additional judges of the Ch. Div. gives the L.J.J. jurisdiction to make orders in the Ch. Div. *In re BLAKE* - - - L.J.J. [1895] W. N. 51

— *New trial—Entering judgment.*

See PRACTICE—NEW TRIAL. 6.

— *as to order for a Receiver.*

See PRACTICE—RECEIVER—Equitable Execution. 10, 11.

3. — *Trespass to land in foreign country—Venue.* The Supreme Court has no jurisdiction to entertain an action for damages in respect of trespass to land situated in a foreign country. O. XXXVI. (abolishing local venue) confers no new jurisdiction. *COMPANHIA DE MOÇAMBIQUE v. BRITISH SOUTH AFRICA CO. DE SOUSA v. BRITISH SOUTH AFRICA CO.* - - - H. L. (E.) [1893] [A. C. 603 *revers* C. A. [1892] 2 Q. B. 358, [and restoring Div. Ct. [1892] 2 Q. B. 358]

PRACTICE—MANDAMUS.

[O. LII. relates to actions of mandamus.]

See MANDAMUS; PRACTICE—CROWN OFFICE. 2, 3.

PRACTICE—MOTION.

[O. LII. relates to motions.]

See PRACTICE—JUDGMENT—Motion for Judgment.

PRACTICE—NEW TRIAL.

[O. XXXIX. relates to new trials.]

1. — *Appeal—Official referee.* The Judicature Act, 1890, s. 1. only applies to motions for new trials in cases tried with a jury. In a case tried before an official referee, the motion must be made to a Div. Ct. *GOWER v. TOWERT*
[C. A. [1891] W. N. 6]

2. — *Appeal—Writ of inquiry.* Where there has been a trial before the under-sheriff and a jury for the assessment of damages in an action in the High Court, an application for a new trial must be made to the C. A. and not to a Div. Ct. *WILLIAM RADAM'S MICROBE KILLER CO. v. LEATHER* - - - C. A. [1892] 1 Q. B. 55

3. — *Application to dismiss for want of prosecution.* Where a new trial has been granted, but the action is not duly set down for trial, an application to dismiss the action for want of prosecution is not to be made to C. A., but may be made in chambers. *ROBERTS v. FRENCH*
[C. A. [1895] W. N. 23]

4. — *Conflict of evidence.* Where there is evidence both ways it cannot be said that the jury might not reasonably arrive at a verdict in favour of either party. *BRIERLEY (MUNICIPALITY) v. MARTIN* - - - J. C. [1894] A. C. 249

5. — *Conflict of evidence.* The verdict of a jury should not be set aside merely because the judge who tried the case is of opinion that it is against the weight of the evidence; but his opinion is an element to be considered in determining whether the verdict is so contrary to the evidence as to call for a new trial. In an action to revoke probate of a will a jury found that the testator was of unsound mind:—*Held*, that the verdict was against the weight of the evidence, the medical evidence being insufficient, and the other evidence of incapacity relating to irrelevant circumstances, and being contradicted by deponents as to actual transactions with the testator and to his conduct and condition at the time of the execution of the will. *ATKEN v. McMECKAY*
[J. C. [1895] A. C. 210]

6. — *Entering judgment.* The C. A. has jurisdiction, on a motion for a new trial under the Judicature Act, 1890, to direct judgment to be entered for either party, instead of ordering a new trial. *ALLOOCK v. HALL*
[C. A. [1891] 1 Q. B. 444]

7. — *Libel—Evidence of innuendo—Ananias.* Where the name "Ananias" had been applied to plff.'s newspaper the jury found for the defendants in a libel action:—*Held*, that the use of the word as applied to the newspaper did not necessarily impute wilful and deliberate falsehood to the plff., and that whether it was used extravagantly or for the purpose of conveying an imputation on the plff. was for the jury. *AUSTRALIAN NEWSPAPER CO. v. BENNETT*
[J. C. [1894] A. C. 234]

8. — *Non-suit without plff.'s consent.* A judge has no power to non-suit a plff. without the consent of his counsel, when he has not heard the plff.'s evidence, but has only heard his counsel's statement of his case. Where a judge

PRACTICE—NEW TRIAL—continued.

has done so, a new trial will be granted. **FLETCHER v. LONDON & NORTH WESTERN RAILWAY CO.**

[C. A. [1892] 1 Q. B. 123]

9. — *Security for Costs—Alleged Poverty.* The C. A., following the practice of the Q. B. D., will not make an order for security for the costs of a new trial on the ground of the appellant's poverty. **HECKSCHER v. CROSLY**

[C. A. [1891] 1 Q. B. 224]

10. — *Stay of execution.* Applications to stay execution pending a motion for a new trial, in a case tried with a jury, must be made to the judge. The C. A. will not grant an application, except under special circumstances. Allegations of misdirection, verdict against evidence, evidence insufficient to support verdict, are not special circumstances. **MONK v. BARTRAM**

[C. A. [1891] 1 Q. B. 348]

PRACTICE—NEXT FRIEND.

[O. XVI., rr. 11, 16, 20, and O. XXXI., r. 29, relate to proceedings by and against the next friend of an infant.]

— *Discovery from.*

See **PRACTICE—DISCOVERY. 8.**

1. — *Female guardian ad litem.* The memorandum of appearance ought always to shew the status of a female guardian ad litem of an infant defendant. A married woman is ineligible as a guardian ad litem. Amendment of statement of claim ordered as to description of status of female guardian ad litem of defendant. **LONDON AND COUNTY BANK v. BRAY**

[Chitty J. [1893] W. N. 130]

2. — *Married woman suing without next friend—Costs.* Where costs are ordered to be paid by a married woman, suing under the Married Women's Property Act, 1882, without a next friend, payment of them can be enforced against any separate property to which she is entitled free from restraint on anticipation at the time when the order to pay costs is made. The restraint on anticipation ceases, as to any sums forming part of the income, so soon as they come into the trustees' hands:—*Held*, therefore, that the trustees could pay their costs out of arrears of income detained in their hands by an administration order. **COX v. BENNETT**

[C. A. [1891] 1 Ch. 617]

3. — *Useless litigation—Costs.* Costs of unsuccessful litigation by next friend should not be ordered to be paid out of the estate.

(A) *Observations of Lindley L.J. In re FISH. BENNETT v. BENNETT* [1893] 2 Ch. 413 at p. 423

(B) *In re HICKS. LINDON v. HEMERY* [North J. [1893] W. N. 138]

PRACTICE—NON-SUIT.

Jurisdiction. A judge at the trial of an action cannot, after the case has been opened, non-suit the plaintiff without his consent, and without hearing the evidence tendered by him. **FLETCHER v. LONDON AND NORTH WESTERN RAILWAY CO.**

C. A. [1893] 1 Q. B. 123

PRACTICE—NOTICE.

[O. LXVI. relates to notices.]

— *of action.*

See **HIGHWAY—Repairs. 1.**

LONDON COUNTY—AUTHORITIES—Vestries and District Boards. 2.

PRACTICE—INJUNCTION. 25.

— *of appeal.*

See **PRACTICE—APPEALS—Appeals to the Court of Appeal. 36—40.**

Further Consideration.

[O. XXXVI., r. 21, relates to setting down causes in the Ch. D. for further consideration.]

— *Setting down.* Plaintiff was a residuary legatee of R., who died in 1860. In 1893 an order was made for accounts and inquiries in pursuance of an originating summons. Notice of this order was served on other residuary legatees, who did not enter an appearance. A memorandum of this service was duly entered, the chief clerk made his certificate, and the action was set down for further consideration:—*Held*, that it was not necessary to give the other residuary legatees notice of the setting down. It was a matter for the discretion of the judge, and in the absence of some special reason such notice need not be given. *In re ROLFE. FYSON v. JOHNSON*

[North J. [1894] W. N. 77]

Motions.

[O. LII. relates to motions.]

Copy of notice for judge. A copy of the notice of motion should be supplied in the Ch. D. for the use of the judge; otherwise he may refuse to hear the motion. **BARTLETT v. WEST METROPOLITAN TRAMWAYS CO.**

[North J. [1893] W. N. 139]

PRACTICE—ORDER BY CONSENT.

[O. XLI., rr. 9, 10, relates to drawing up orders for judgment by consent.]

Enlargement of time for doing act. An order made by consent cannot be altered without consent. A consent order was made for the transfer within a limited time of shares by the debt to the plaintiff. It was passed and entered but not served on the debt, nor complied with. On motion by the plaintiffs to enlarge the time for compliance:—*Held*, that this could not be done without the debt's consent. **AUSTRALASIAN AUTOMATIC WEIGHING MACHINE CO. v. WALTER**

[North J. [1891] W. N. 170]

PRACTICE—OFFICIAL REFEREE.

See **PRACTICE—REFERENCE—Official Referee.**

PRACTICE—ORIGINATING SUMMONS.

[O. LIV., rr. 4B—4C, O. LIV.A, O. LV., and O. LXI., r. 1A, relate to originating summonses. (R. S. C., Aug. 1894).]

History. The history of the introduction of originating summonses traced by Lindley L.J. in *In re HOLLOWAY (A SOLICITOR). Ex parte PAL-LISTER*

C. A. [1894] 2 Q. B. 163

1. — *Accounts—Trustees—Wilful default.*

The debts in an administration action sought by originating summonses to have a judgment for accounts amended, by inserting a direction that

PRACTICE—ORIGINATING SUMMONS—*contd.*

the accounts and inquiries ordered to be delivered by the plttf.'s trustees should be taken on the footing of wilful default:—*Held*, that such a direction could not be made on originating summons, notwithstanding that the persons charged with such default were plttfs. submitting to account. *In re HENGLE. FROWDE v. HENGLE* (No. 2) — **Kekewich J. [1893] W. N. 87**

2. — *Administration—Creditor's Action.* An originating summons was taken out by a judgment creditor for the administration of the estate of an intestate married woman, the deft. being her husband who had not yet taken out administration:—*Held*, that it did not fall within O. LV. and was entirely bad, there being no personal representative of the estate before the Court. *In re LEASE. RICHARDSON v. LEASE*

[Kekewich J. [1891] W. N. 159]

3. — *Administration—Procedure.* On an originating summons for administration the rights of the parties are the same as if an administration action had been begun and decree made therein. *In re WENHAM. HUNT v. WENHAM*

[North J. [1892] 3 Ch. 59]

4. — *Construction of instrument—Form of summons.* An originating summons to obtain the opinion of the Court on the construction of an instrument should state the questions categorically, and not in such general terms as "who are or is entitled to" the property in question. *In re HARMAN. LLOYD v. TARDY*

[Kekewich J. [1894] 3 Ch. 907]

5. — *Conveyancing Act, 1881—Notice.* Questions as to the validity of notices under s. 14, sub-s. 2 of the Conveyancing Act, 1881, requiring a lessee to remedy a breach of covenant, cannot be raised by originating summons. *LOCK v. PEARCE*

[North J. [1899] 2 Ch. 399; affirm. by G.A.]

[1893] 2 Ch. 271]

6. — *Debenture-holders' action.* Foreclosure can be ordered in a debenture-holders' action commenced by originating summons. *OLDREY v. UNION WORKS* — **[1893] W. N. 77]**

7. — *Definition.* The definition of "originating summons" in O. LXXI., r. 1A, as "a summons by which proceedings are commenced without writ" means a summons by which proceedings which under the old Chancery practice would have been commenced by writ or bill in Chancery, are now commenced without writ, and is a substitute for an action or suit. *Ex parte HOLLOWAY (A SOLICITOR). Ex parte PALLISTER*

[C. A. [1894] 2 Q. B. 163]

8. — *Description of female plaintiff.* A female plttf. to an originating summons should state whether she is a married woman or spinster, or otherwise. *In re POINONS. SUTTON v. MARTIN*

[Kekewich J. [1891] W. N. 139]

— *Foreclosure—Appointment of receiver.*

See PRACTICE—RECEIVER—Mortgages' Remedies.

9. — *Further consideration.* Where an order is made on an originating summons in chambers adjourning further consideration, the action ought to be heard on further consideration in chambers and not in Court. If a contrary course be pursued, any additional costs caused by the

PRACTICE—ORIGINATING SUMMONS—*contd.*
hearing in Court costs will be disallowed. *In re GLASSON. GLASSON v. GLASSON*

[Kekewich J. [1893] W. N. 85]

10. — *Parties—Deceased person—Absence of representatives.* In making an order on an originating summons which may affect the estate of a deceased person, the Court must be guided by O. XVI. r. 46, and to render the order binding on the estate of the deceased it should appear on the face thereof that the Court had its attention called to the matter, either dispensed with the attendance of the representative of the estate or appointed someone to represent it. *In re RICHESON. SCALES v. HEYHOE* (No. 2)

[Chitty J. [1893] 3 Ch. 146]

11. — *Payment out of Court under Lands Clauses Acts.* An application for payment out under the Lands Clauses Acts where title depends on construction of a will must be by petition, and not by originating summons. O. LV., r. 2 (1), is not applicable to a case where there is a question of construction, though that question may be an easy one. *Semble*, the practice on this point is not uniform. *In re HICKS*

[Kekewich J. [1894] W. N. 55]

12. — *Sale of judgment debtor's interest in land.* Where an application for the sale of a judgment debtor's interest in land was made by petition instead of by originating summons:—*Held*, that this was an irregularity which could be cured under O. LXX., r. 1. The petitioners were allowed only the costs which would have been properly incurred on a summons, and the sum so allowed them was reduced by the amount by which the respondents' costs exceeded the costs which would have been incurred by them if the application had been by summons. *In re MARTIN AND VARLOW* **North J. [1894] W. N. 229]**
— *Service out of the jurisdiction.*

See PRACTICE—SERVICE—Out of the Jurisdiction. 6.

13. — *Solicitor—Summons for delivery of papers.* A summons entitled "in the matter of a solicitor" and bearing a 3s. stamp was issued for the delivery up to a former client of deeds and papers:—*Held*, that such a summons was not an originating summons, but an ordinary summons. *In re HOLLOWAY (A SOLICITOR). Ex parte PALLISTER* **C. A. [1894] 2 Q. B. 163]**

[But see now O. LIV., r. 4P. R. S. C., Aug. 1894, r. 7.]

14. — *Statute of Limitations.* A residuary legatee may compel executors to plead the statute against an old claim and may enforce the right on an originating summons. *In re WENHAM. HUNT v. WENHAM* — **North J. [1892] 3 Ch. 69]**

PRACTICE—PARTICULARS.

[O. XIX., rr. 6, 7, relate to particulars.]

1. — *Covenant in restraint of trade—Special damage.* In an action for breach of a covenant in restraint of trade, the defts. admitted that the covenant had been broken, and the plttfs. were granted an inquiry as to damages sustained by him, and an order on the defts. was made by an affidavit of documents:—*Held*, by North J., that the plttfs. must make a statement in writing of the

PRACTICE—PARTICULARS—continued.

heads under which they claimed damage, and that the time for filing the deft.'s affidavit of documents should be extended till fourteen days after the particulars were filed:—*Held*, by C. A. (1.) that as the pliffs. were ignorant of the breaches of covenant they could only comply with the order by setting out every imaginable ground of damage; (2.) that the order did not amount to an order for particulars of damage; (3.) that it was useless, as it could not be complied with without inspection of the deft.'s books. Order discharged. *MAXIM NORDENFELT GUNS AND AMMUNITION CO. v. NORDENFELT* (No. 2)

[C. A. affirm. North J. [1893] 3 Ch. 188]

2. — *Discretion.*] There is no hard and fast rule as to the class of cases in which particulars will be ordered to be delivered before discovery, or discovery to be given before particulars; but the Court will, in the exercise of its discretion, look at all the circumstances in each case. *WAYNES MERTHYR CO. v. RADFORD* — *Chitty J.*

[1895] W. N. 160 (4)

— on *Election petition.*

See **PARLIAMENT—Election Petition.** 3, 4.

3. — *Libel—Justification.*] A review of pliff.'s book stated that the pliff. was "by his own confession, a most barefaced liar":—*Held*, that pliff. was entitled to particulars specifying the pages in the book at which the several passages relied on by the defts. in support of their defence of justification occurred, and the first and last words of such passages. *DEVEREUX v. CLARKE & CO.* — *Div. Ct.* [1891] 2 Q. B. 582

4. — *Libel—Justification.*] In an action of libel where the charge against the pliff. in the alleged libel is general in its nature, a deft. who pleads a justification must state in his particulars the facts on which he relies in support of his justification, with the same precision as in an indictment; till he has done this his defence is bad and he is not entitled to discovery. *ZIERENBERG v. LABOUCHERE* — *C. A.* [1893] 2 Q. B. 183

— in *Patent actions.*

See **PATENT—Practice.** 4, 5, 6.

5. — *Recovery of land—Claim as heir-at-law.*

(A) In an action for the recovery of land as heir-at-law of an intestate, the deft. is entitled as a matter of course to particulars shewing the links of relationship to the intestate relied on by the pliff. as constituting his heir-at-law. *PALMER v. PALMER* — *Div. Ct.* [1891] 1 Q. B. 319

(B) In an action to establish title as heir-at-law of an intestate an order was made on the pliff. to deliver particulars of how he claimed to be heir-at-law shewing the links of relationship on which he relied:—*Held*, that the proper order in such a case was to direct the pliff. to give the best pedigree he could from the materials in his possession. *BLACKLIDGE v. ANDERTON*

[C. A. [1893] W. N. 112]

6. — *Terms of order—Dismissal of action.*

Where a pliff. is ordered to give particulars, under O. XIX., r. 7, one of the terms of the order may be that the action shall be dismissed unless proper

PRACTICE—PARTICULARS—continued.

particulars are delivered within a certain time. *DAVEY v. BARTINCK* — *C. A. affirm. Div. Ct.* [1893] 1 Q. B. 185

PRACTICE—PARTIES.

[O. XVI. relates to Parties.]

Abatement, col. 636.

Adding Defendants, col. 638.

Change of Parties, col. 640.

Misjoinder, col. 640.

Non-joinder, col. 641.

Representation, col. 612.

Abatement.

[By O. XXI., r. 20, pleas and defences in abatement are forbidden.]

[By O. XVII., r. 1, no cause or matter abates by death of a party where the cause of action survives.]

Discretion.] The Court has a discretion under O. XVI., r. 11, as to adding necessary parties, to be exercised on the principles on which pleas in abatement succeeded or failed. *WILSON, SONS & CO. v. BALCARRES BROOK STEAMSHIP CO.*

[C. A. [1893] 1 Q. B. 422]

Adding Defendants.

1. — *Administration action—Executor.*] In a beneficiary's action for administration of an estate, after judgment was passed and entered, in the course of inquiries in chambers it was found that an exor. who had not proved at first had come in and proved. The pliff. moved to amend pleadings and judgment by adding the exor. as deft.:—*Held*, that the better course was to order that the exor. submitting to be bound as if originally joined, further proceedings should be carried on against him as if he had been an original deft. *In re DRACUP. FIELD v. DRACUP* [North J. [1892] W. N. 43]

2. — *Affreightment—Question involved in the cause or matter.*] In an action by a shipowner against consignees, who had no property in the cargo, for a declaration of title to money deposited by them with a warehouseman under s. 496 of the *Merch. Shipp. Act, 1894*:—*Held*, that there was jurisdiction under O. XVI., r. 11, to order that the shippers of the cargo should be added as defts. in the action, in order that they might counterclaim against the pliff. damages for short delivery and injury to cargo. *MONTGOMERY v. FOY, MORGAN & CO.* — *C. A.* [1895] 2 Q. B. 321

3. — *Co-contractors—Foreigner resident abroad—Plea in abatement.*] An action was brought against one only of two co-contractors, the other being a foreigner resident out of the jurisdiction:—*Held*, that the deft. was not entitled, as of right, to an order under O. XVI., r. 11, to have the foreign co-contractor added as deft.:—*Seem*, that O. XVI., r. 11, gives a discretion to the Court, and the discretion should be exercised in accordance with the principles upon which the old pleas in abatement would have succeeded or failed. *WILSON, SONS & CO. v. BALCARRES BROOK STEAMSHIP CO.* — *C. A. affirm. Div. Ct.* [1893] 1 Q. B. 422

4. — *Co-contractors—Service—Stay.*] A pliff. brought an action against one of three joint contractors. The deft. obtained an order that the

PRACTICE—PARTIES—Adding Defendants—continued.

two others should be joined. Both were within the jurisdiction, but only one was served with the writ:—*Held*, that the action should not be stayed for non-service, as plff. had done his best to serve the third deft. **ROBINSON v. GEISEL**

[C. A. [1894] 2 Q. B. 685]

5. — *Foreign firm.*] In an action against an English firm an order was obtained *ex parte* to add as defts. a Calcutta firm consisting of the members of the English firm and one other person, and writ amended to include claims against Calcutta firm for breaches of agreement committed in India:—*Held*, that the original writ was wrongly issued against the Calcutta firm, some of the partners being out of the jurisdiction, but leave given to amend the original writ by adding by name the members of the English firm, and those of the Calcutta firm who were within the jurisdiction, and to further amend by adding claims against the Calcutta firm. **INDIGO CO. v. OGILVY** C. A. affirm. **North J. [1891] 2 Ch. 31**

6. — *Patent action.*] In an action for the infringement of a patent, the foreign manufacturer of the machine which was alleged to be a violation of the patent applied to be added as a deft., on the ground that the original deft. would not properly defend the action:—*Held*, that the applicant was not entitled to be joined, as he was only indirectly and commercially interested in the issues between the parties. **MOSEY v. MARSDEN** - - - C. A. [1892] 1 Ch. 487

7. — *Representative of deceased trustee or executor.*] In an action for general account against a surviving exor. and trustee, it is not necessary that the representative of a deceased trustee or exor. should be made a party by the plff. There is power to add such representative under O. xvi., rr. 11, 48, if the deft. requires it, and the circumstances of the case render it advisable. *In re* **HARRISON. ALLEN v. SMITH. ALLEN v. CORT** (No. 1) - - - **Chitty J. [1891] 2 Ch. 349**

8. — *Time for application.*] Plff. brought an action against a county council, and the guardians of two unions appointed by the Court to represent themselves and other unions interested, for a declaration as to the persons interested in and entitled to deal with profits made in respect of a county lunatic asylum after the delivery of statement of claim. The council of a county borough claimed to be added as a party on the ground that its district contributed to the maintenance of the asylum. Motion ordered to stand over till the trial. **PROCTER v. CHESHIRE COUNTY COUNCIL** - - - **North J. [1891] W. N. 24**

9. — *Trustee in bankruptcy of lunatic who has brought an action by his committee.*] Where an action has been brought by the committee of a lunatic, and the lunatic is subsequently adjudicated bankrupt, the right of action vests in his trustee in bankruptcy; and if the trustee declines to prosecute the action he cannot be added as a defendant against his will. Where he has been so added, he is entitled to have the action stayed as against him. **FARNHAM v. MILWARD** - - - **Stirling J. [1895] 2 Ch. 730**

PRACTICE—PARTIES—continued.**Change of Parties.**

[O. xvii. relates to change of parties by death, &c.]

— *After remittal of case to county court.*

See COUNTY COURT—Transfer and Remittal. 3 (A).

1. — *Ex parte application—Irregularity.*] An order obtained in an administration action after judgment and *ex parte*, and without the consent of the surviving plff., adding the executrix of a deceased plff. as a co-plff., held to be irregular and discharged with costs. *In re* **HOLMES. FARRAR v. EDDLESTONE** - - - **North J. [1892] W. N. 177**

2. — *Foreclosure action—Legal personal representative.*] A number of debenture holders whose debentures gave them a charge on the property subject to the plff.'s mortgage were parties to a foreclosure action. One of these parties died: by his will he left his wife executrix; she had not proved, and was herself a party in respect of debentures in her own right:—*Held*, that she should be appointed representative of the deceased for the purposes of the action, until some other legal personal representative of the deceased was duly appointed. **SCOTT v. STREATHAM AND GENERAL ESTATES CO. LD.** - - - **Romer J. [1891] [W. N. 165]**

3. — *Representative of deceased party to appeal from county court.*] Where, after entry of an appeal from a County Court one of the parties dies, the High Court has jurisdiction to add his personal representative. **BLAKEWAY v. PATTISHALL** - - - **Div. Ct. [1894] 1 Q. B. 247**

4. — *Representative of deceased person—Absence.*] An order construing a will was made on originating summons in the absence of A., who represented the next of kin of the testor. No order was made dispensing with the presence of A., or appointing any person to represent the estate. A. had not taken out letters of administration:—*Held*, that A. was not bound by the order. An order made under O. xvi., r. 46, to be binding on the estate of a deceased person should state that the Court had its attention called to the matter and dispensed with the presence of the legal personal representative or appointed someone to represent him. *In re* **RICHESON. SCALES v. HEYMOE** (No. 2) - - - **Chitty J. [1893] 3 Ch. 146**

Misjoinder.

1. — *Defendants—Partition action—Mortgages.*] To an action for partition brought by the owner of the equity of redemption of an undivided share of land subject to mortgages affecting the whole, the plff.'s mortgagee and the overriding mortgages were made parties. On a motion to dismiss the action as disclosing no reasonable cause of action as against the mortgagees:—*Held*, that they had been wrongly joined, not being necessary or proper parties to a partition action. **SINCLAIR v. JAMES** - - - **North J. [1894] 3 Ch. 554**

2. — *Plaintiff added as co-defendant—Foreclosure action.*] A man cannot be both plff. and deft. in an action. Amendment of writ and

PRACTICE—PARTIES—Misjoinder—continued.

pleadings ordered in a foreclosure action by first mortgagee to which he was also made a co-defendant.
WAVELL v. MITCHELL - **Kekewich J.**
 [[1891] W. N. 86]

3. — *Plaintiff—Affreightment.* Order xvi., r. 1, deals merely with the parties to an action, and has no reference to the joinder of several causes of action. **HANNAY v. SMURTHWAITE**
[H. L. (E.) [1894] A. C. 494 (revers. C. A. [1893] 2 Q. B. 412)]

4. — *Plaintiff a lunatic suing by his committee—Bankruptcy—Trustee.* Where an action has been brought by the committee of a lunatic, and the lunatic is subsequently adjudicated bankrupt, the right of action vests in his trustee in bankruptcy; and if the trustee declines to prosecute the action he cannot be made a party by being added as a deft. Where he had been so added, he is entitled to have the action stayed as against him. **FARNHAM v. MILWARD** - **Stirling J.**
[1895] W. N. 134 (4)]

5. — *Plaintiffs—Slander.* Two plffs. alleged slanders, some published of one plff., some of the other, and some of both:—*Held*, that the plffs. were improperly joined, but the case was not one for setting aside the proceedings. The plffs. should elect which plff. should proceed, and the claim of the other plff. should be struck out. **SANDES v. WILDSMITH**
[Div. Ct. [1893] 1 Q. B. 771]

6. — *Plaintiff, suing as person of unsound mind by next friend.* In this case J., one of the plffs., sued as a person of unsound mind not so found, by his next friend. A summons was taken out on behalf of J. to strike out his name as co-plff. on the ground that he was not of unsound mind and had not authorized the action to be commenced:—*Held*, that an inquiry should be directed as to whether J. was competent to retain a solicitor on the date when the summons was taken out. **HOWELL v. LEWIS** - **Kekewich J.**
[1891] W. N. 181]

7. — *Substitution of right for wrong plaintiff after decree.* In an action *in personam* for damage by collision, the name of the agent instead of that of the owner of the cargo on plff.'s ship was by *bonâ fide* mistake inserted in the writ as co-plff. After decree fixing the liability, but leaving damages to be assessed, the mistake was discovered and application was made under O. xvi., r. 2, to substitute the cargo owner for his agent as co-plff.:—*Held*, that the decree was not final, and that there was power to make the order under O. xvi., rr. 2, 11, subject to production of the written consent of the cargo owner. **THE DUKE OF BUCCLEUCH (No. 2)** - **C. A.**
[1892] P. 201]

Non-joinder.

1. — *Indirect interest in the action.* The provisions of O. xvi., r. 11, as to adding necessary parties, do not entitle or require the Court to add persons indirectly and commercially interested in the result of the action, since the non-joinder of such a person in no way affects the power of the Court to deal with the issues involved in the action. **MOSEY v. MARSDEN**
[C. A. [1892] 1 Ch. 487]

PRACTICE—PARTIES—Non-joinder—continued.

2. — *Joinder.* The practice as to joinder of parties considered. *In re WRIGHT. KIRKE v. NORTH* - **Kekewich J.** [1895] 2 Ch. 747

3. — *Refusal to be joined as plaintiff—Discretion.* O. xvi., r. 11, does not make the non-joinder of a party as plff. fatal to an action in a case where his consent in writing to be joined is refused. *Per Wills J.* **ROBERTS v. HOLLAND**
[1893] 1 Q. B. 685, at p. 687]

4. — *Tenants in common—Right of one to sue without joining others.* The reversion of a lease was devised to tenants in common. The interest of one tenant became vested in the plff.; the lease was then vested in the deft.:—*Held*, that the plff. could sue as plffs. without joining the other tenants in common, both for damage to the reversion and for breach of covenant, the covenant running with the land. **ROBERTS v. HOLLAND**
[Div. Ct. [1893] 1 Q. B. 685]

Representation.

[O. xvi., rr. 9, 32, relates to representation.]

1. — *"Class"—Devises.* Action for a declaration of plff.'s right to property under two wills. Probate proceedings were pending as to one will, and it was suggested that, if the will were set aside and another admitted to probate, certain persons, not then before the Court, would be interested as devisees:—*Held*, that these devisees were a "class" within O. xvi., r. 32, for whom the Court could appoint a representative. *In re NASH. In re SPENCE. LEWIS v. DABRY*
[Stirling J. [1893] W. N. 99]

2. — *"Class"—Next of kin.* Where under an originating summons to determine whether residuary estate was disposed of or passed to the next of kin, it is impossible without an inquiry to ascertain who were the next of kin, the Court can appoint the legal personal representative of the executor and trustee to represent the next of kin on the originating summons. *In re HAKE. POWNALL v. PRYOR* - **Kekewich J.**
[1895] W. N. 116 (11)]

3. — *Defendants—Common beneficial interest—Officers of trade unions—Strikes.* Certain officials of a trade union were sued on their own behalf, and as representing each of the societies, for causing workmen to break their contracts:—*Held*, that they could not be sued in their representative character, O. xvi., r. 9, only applying to persons who have or claim to have some beneficial proprietary right, which they are asserting or defending on behalf of themselves and others. **TEMPERTON v. RUSSELL (No. 1)** - **C. A. affirm.**
[Div. Ct. [1893] 1 Q. B. 425]

— *Foreclosure of mortgage.*

See MORTGAGE—FORECLOSURE. 8, 9.

— *Forfeiture of lease.*

See LANDLORD AND TENANT—LEASE. 26.

4. — *Identical interests—One person defending on behalf of all.* An order may be made, under O. xvi., r. 9, authorizing one or more persons to defend on behalf of all persons interested, against the will of the person or persons so authorized:—*Held*, that the president and secretary of a labour protection league could be ordered to defend an action on behalf of all the other members, the

PRACTICE—PARTIES—Representation— *contd.*
action being to enforce, under the rules of the league, a levy on the members for the benefit of a member who had become permanently disabled.
WOOD v. MCCARTHY Div. Ct. [1893] 1 Q. B. 775
— to *Petition under Settled Estates Act.*

See SETTLED LAND—SETTLED ESTATES ACT. 6.

— *Receiving order—Trustee with beneficial interest in debt.*

See BANKRUPTCY—RECEIVING ORDER. 7.

— *Redemption action.*

See MORTGAGE—REDEMPTION. 4.

PRACTICE—PARTITION.

See PARTITION.

PRACTICE—PARTIES—Misjoinder. 1.

PRACTICE—PAYMENT INTO COURT.

On Admissions, col. 643.

By Executors or Trustees, col. 644.

By Judgment or Order, col. 644.

Under Order XIV., col. 645.

By Voluntary Act of Parties, col. 645.

In Admiralty Actions.

See SHIP—ADMIRALTY PRACTICE—Tender.

On Admissions.

[O. XXXII. relates to admissions.]

1. — The history of the practice as to ordering payment into Court upon interlocutory motions considered.

(A) **HOLLIS v. BURTON** C. A. [1892] 3 Ch. 226

(B) **NEVILLE v. MATTHEWMAN**

[C. A. [1894] 3 Ch. 345]

2. — *General rule.* An order to pay money into Court cannot be made unless the deft. (1) unequivocally admits on affidavit that it is in his hands, or (2) fails to answer an affidavit by the plttf. that the money is in the deft.'s hands.

(A) **HOLLIS v. BURTON** C. A. [1892] 3 Ch. 226

(B) **NEVILLE v. MATTHEWMAN**

[C. A. [1894] 3 Ch. 345]

3. — *Letters.* Where a deft. is alleged to have admitted in letters written before action that he has a sum of money belonging to the plttf. in his hands, the Court must have regard to the whole of the evidence, including any affidavit by the deft., before making an order for the deft. to pay in such sum. **NEVILLE v. MATTHEWMAN** — C. A. *reverses*. **Chitty J.**

[1894] 3 Ch. 345]

4. — *Money not actually in deft.'s hands.* Upon an interlocutory motion by the plttfs. (second mortgagees) that the defts. (the first mortgagee and his solicitor) should be ordered to pay into court the balance of the proceeds of sale of the mortgaged property (which the solicitor admitted that he had received for his client), after deducting what was due in respect of the first mortgage, the solicitor claimed to retain also the amount of payments which he had made to the executors of the mortgagor;—*Held*, that though those payments were improper, yet, as the amount of them was not in the hands of the defts., they could not be ordered to pay it into court upon an interlocutory motion, and they were ordered

PRACTICE—PAYMENT INTO COURT—On Admissions—continued.

t. to pay only the balance of the sale moneys after deducting that amount and the amount due on the first mortgage. **CRAMPTON & EVANS' UNION BANK, LD. v. BURTON** No. 11 J. [1895] 2 Ch. 711

5. — *Motion by some plttfs. only.* A motion under O. XXXII., r. 6, for an order against a deft. on admissions of fact must be made by all the plttfs in the action, and not merely by some of them. Accordingly, where, in an action by a tenant for life and the reversioners under a settlement against the trustees to make good a breach of trust, the reversioners alone moved under the above rule for an order on one of the defts. to pay capital moneys into court on admissions, the Court refused to entertain the motion in the absence of the tenant for life.—The practice as to joinder of parties considered.—An order on admission is not a matter of right, but is in the discretion of the Court. *In re WRIGHT. KIRKE v. NORTH* — **Kekewich J.** [1895] 2 Ch. 747

6. — *Verbal admission.* A verbal admission by a deft. that money is in his hands or under his control, if verified by an affidavit to which he does not reply, and to which his attention is directed by notice of motion, is to justify an order to pay the money into Court. *In re BENNY. FRENCH v. SPROSTON* North J. [1894] 1 Ch. 499

7. — *Withdrawal.* A deft. by his defence and answers to interrogatories, admitted receipt of money by his firm, on which admission an order was made to pay the money into Court. The deft. afterwards asked leave to amend his defence and withdraw his admission as founded on a mistake;—*Held*, that the application should be granted only on terms of his paying the money into Court. **HOLLIS v. BURTON**

[C. A. [1892] 3 Ch. 226]

By Executors or Trustees.

1. — *Money not in hands of trustees.* An order cannot be made under O. LV., r. 3 (d), on a trustee or exor. to pay into Court money which he has received and for which he is responsible, unless it is actually in his hands. In such a case the proper course is to proceed by originating summons for administration of the trust under O. LV., r. 4 (c). **NUTTER v. HOLLAND**

[C. A. [1894] 3 Ch. 406]

2. — *Payment in by trustee—Notice to beneficiaries.* A trustee who pays a fund into Court under the Trustee Relief Act, 1847, is no longer bound to give notice to the persons entitled to the fund. *In re GRAHAM'S TRUSTS*

[**Chitty J.** [1891] 1 Ch. 151]

[*See now Supreme Court Funds Rules, 1894.*]

By the Trustee Act, 1893, the Trustee Relief Acts were repealed and consolidated.

By Judgment or Order.

Enforcement of order. Where a sum of money has been ordered to be paid into Court a garnishee order cannot be made attaching a debt to answer the sum so ordered to be paid in. *In re GREER. NAPPER v. FANSHAW*

[**Chitty J.** [1895] 2 Ch. 217]

PRACTICE—PAYMENT INTO COURT—contd.**Under O. XIV.**

Observations of Kay L.J. *HOLLIS v. BURTON*
[C. A. [1892] 3 Ch. 236]

By Voluntary Act of the Parties.

[O. XIII. relates to payment into Court by the parties as an incident of pleading.]

1. — *On counter-claim.* Under O. XXII., r. 9, a plff. is entitled to make a payment into Court in satisfaction of a counter-claim. *HUTCHINSON v. BARKER* — North J. [1894] W. N. 198

2. — *Liability not denied by defence—Verdict for amount smaller than payment in.* (A) Where the deft. in an action of slander paid a sum into Court, and in his defence did not deny his liability, but on trial the jury found a verdict for the plff. for one farthing:—*Held*, that the judge had power, under O. XXII., r. 5, to direct the money paid in, less one farthing, to be paid out to the deft. *GRAY v. BARTHOLOMEW*
[C. A. [1895] 1 Q. B. 209]

(B) Where the action was against a newspaper for libel and payment into Court, and an apology were pleaded under 8 & 9 Vict. c. 75, s. 2:—*Held*, that the plff. was entitled to the whole sum as paid in. *DUNN v. DEVON AND EXETER CONSTITUTIONAL NEWSPAPER CO.*
[Wills J. [1895] 1 Q. B. 211, n.]

PRACTICE—PAYMENT OUT OF COURT.**— to Bankrupt.****See BANKRUPTCY—RECEIVING ORDER. 1.**

1. — *Executor—Sums paid into Court by administrator—Subsequent discovery of will—Revocation of administration.* The administrator of a supposed intestate paid into Court, under the Trustee Relief Act, several sums (part of the estate) to the credit of several infants respectively who were entitled under the administration. A will of the supposed intestate being afterwards discovered, the grant of administration was revoked, and probate of the will was granted. Upon a petition by the exor. of the will and the ex-administrator, to which the infants were made respondents:—*Held*, that the Court had jurisdiction to order the funds in Court to be paid out to the exor., and an order was made accordingly. But the Court required an affidavit to be made that certain legacies bequeathed by the will to the infants had been paid. *In re Hood's Trusts* — North J. [1895] W. N. 162 (15)

2. — *Fund paid in on compulsory purchase under special Act—Costs.* Sect. 5 of the Judicature Act, 1890, gives the Court jurisdiction over the costs in a petition for payment out of purchase-money of property purchased compulsorily under a special Act (in this case 57 Geo. 3, c. XXIX.) which contains no provision as to the costs of applications for payment out of purchase-money. *In re FISHER* — Chitty J. [1894] 1 Ch. 53; [affirm. by C. A. [1894] 1 Ch. 450]

3. — *Insolvent in India—Subsequent death intestate—Administration dispensed with.* An Englishman residing in Bombay became insolvent there in 1866, and an order was made by the Insolvent Court there, under s. 7 of the Act 11 & 12 Vict. c. 21, vesting all his estate, present and future, until he should obtain an order of

PRACTICE—PAYMENT OUT OF COURT—contd.

discharge, in the official assignee for the time being of the Court. In June, 1873, the insolvent died at Bombay, intestate, leaving a widow and three children. He had not obtained a discharge in the insolvency, and the debts proved in it had not been paid. An administrator had been appointed to his estate at Bombay, but no administration in England had been obtained. In September, 1874, the intestate's father died, having by his will bequeathed £1500 to the intestate. As the intestate left children, the legacy did not lapse. The trustees of the will in 1876 paid the £1500 into Court. The Bombay assignee now petitioned for payment of the fund to him:—*Held*, that the petitioner was entitled to have the fund paid out to him, and that it was not necessary that administration to the intestate's estate in England should be obtained. *In re LAWSON'S TRUSTS* — North J. [1895] W. N. 163 (11)

4. — *Liability not denied by defence—Verdict for amount smaller than payment in.* (A) Where the deft. pays a sum into Court, and in his defence does not deny his liability, but on the trial the jury find a verdict for the plff. for one farthing, the judge has power, under O. XXII., r. 5, to direct the money paid in, less one farthing, to be paid out to the deft. *GRAY v. BARTHOLOMEW* — C. A. [1895] 1 Q. B. 209

(B) Where the action is against a newspaper for libel and payment into Court and an apology is pleaded under 6 & 7 Vict. c. 96 and 8 & 9 Vict. c. 75, s. 2, the plff. is entitled to the whole sum paid in. *DUNN v. DEVON AND EXETER CONSTITUTIONAL NEWSPAPER CO.* — Wills J. [1895] 1 Q. B. 211, n.]

5. — *Petition dispensed with.* Where in an action the incumbrances on a fund in Court had been ascertained, and the fund was only sufficient to pay the first ten of such incumbrances, an order was made for payment out without requiring a petition under the Trustee Relief Act. The order was to be entitled in the matter of the Trustee Relief Act, and in the matter of the Trustee Act, 1893. *PULLEN v. ISAACS*
[North J. [1895] W. N. 90]

6. — *Petition or summons—Costs.* An application to carry over to the credit of an action money exceeding £1000, representing the purchase-money of land taken by a rlwy. under the Lands Clauses Act, 1845, is "an application for payment or transfer to any person" within O. LV., r. 2 (1); although the matter be complicated the rule applies, and the rlwy. must pay the costs according to the Act, but not exceeding such costs as would have been incurred on a summons adjourned into Court and attended by counsel. *In re LANGASHIRE AND YORKSHIRE RAILWAY. SLATER v. SLATER* *Kekewich J.* [1895] W. N. 85

And see PRACTICE—ORIGINATING SUMMONS.

7. — *Sums under £10.* Sums under £10 payable out of Court in an administration action, will no longer be paid over to the solicitor for the plffs. on his undertaking, but will be transmitted direct by post or otherwise. *In re BELL*
[*Kekewich J.* [1894] W. N. 9]

[*And see Supreme Court Funds Rules, 1894.*]
Y 2

PRACTICE—PAYMENT OUT OF COURT—contd.**— Costs.**

See **PRACTICE—COSTS—Payment out of Court.**

PRACTICE—PETITION.**— under Lands Clauses Acts.**

See **PRACTICE—PAYMENT OUT OF COURT; LAND—Acquisition under Lands Clauses Acts.**

— for Payment out of Court.

See **PRACTICE—PAYMENT OUT OF COURT.**

— under Settled Land Acts.

See **SETTLED LAND—SETTLED ESTATES ACT. 6.**

— under Trustee Acts.

See **TRUSTEE—APPOINTMENT. 15—22.**

PRACTICE—PLEADING.

Amendment, col. 647.

Counter-claim, col. 647.

Default in Pleading, col. 648.

Defence, col. 648.

Statement of Claim, col. 649.

Amendment.

[*O. XXVIII. relates to amendment.*]

1. — *Admission.*] Leave to withdraw an admission and amend pleading granted on terms of payment of money into Court. *HOLLIS v. BURTON* - - - C. A. [1892] 3 Ch. 226

2. — *Marking of copy delivered to opposite party.*] The directions of *O. xxviii., r. 9*, as to marking an amended indorsement or pleading with the dates of the order for amendment and of the amendment do not extend to the copy delivered to the opposite party under *O. xxviii., r. 8*. *HANMER v. CLIFTON*

[*Div. Ct. [1894] 1 Q. B. 238*

3. — *Statute of Frauds.*] Amendment refused where the deft. had pleaded the wrong section of the statute. *JAMES v. SMITH*

[*Kekewich J. [1891] 1 Ch. 384*

Counter-claim.

[*O. xxi., rr. 10-17, relate to counter-claim.*]

1. — *Defendant to counter-claim not party to original action—Right to counter-claim against original defendant and plaintiff.*] A deft. to a counter-claim, who is not a party to the original action, is not entitled to deliver a counter-claim against the original deft. and plttf. *ALCOY v. GREENSHILL* - - - C. A. affirm. *Stirling J. [[1895] W. N. 150 (3)*

— Payment into Court on satisfaction of.

See **PRACTICE—PAYMENT IN COURT—By Voluntary Act of the Parties. 1.**

2. — *Remitting to County Court—Contract.*] A plttf. claiming £25 recovered £8 under *O. xiv.*, and discontinued. A master of the High Court then remitted the counter-claim of £18 10s. to the City of London Court:—*Held*, there was no jurisdiction under s. 65 of the County Courts Act, 1888, to remit the counter-claim. *REG. v. JUDGE OF CITY OF LONDON COURT (No. 1)*

[*Div. Ct. [1891] 2 Q. B. 71*

3. — *Remitting to County Court—Tort.*] In

PRACTICE—PLEADING—Counter-claim—contd.

an action in the High Court the deft. counter-claimed for damages for slander. The deft. became bankrupt, and the action was stayed except as to the counter-claim. The plttf. sought to have security for costs, or else to have the action remitted to the County Court:—*Held*, that the counter-claim for tort was not an "action" within the meaning of s. 66 of the County Courts Act, 1888, and there was no jurisdiction to remit it. *DELOBBEL-FILIPO v. VARTY*

[*Div. Ct. [1893] 1 Q. B. 663*

— Security for costs.

See **PRACTICE—SECURITY FOR COSTS. 3.**

— Taxation of costs.

See **PRACTICE—COSTS—Apportionment. 1.**

4. — *Whether separate action.*] For the purpose of determining a solicitor's right to a charging order for his costs, claim and counter-claim must be treated as one action. *WESTACOTT v. BEVAN* - - - *Div. Ct. [1891] 1 Q. B. 774*

Default in Pleading.

[*O. xxvii. relates to default in pleading.*]

1. — *Motion for judgment on counter-claim.*]

(A) Where an action after the delivery of the counter-claim has been dismissed for want of prosecution, the deft. is entitled to set down the action under *O. xxvii., r. 11*, on motion for judgment on his counter-claim. *ROBERTS v. BOOTH* - - - *North J. [1893] 1 Ch. 52*

(B) When the plttf. fails to deliver a defence to a counter-claim, the deft. cannot sign judgment on the counter-claim for default in pleading, but must move for judgment under *O. xxvii., r. 11*. *JONES v. MACAULAY*

[*C. A. [1891] 1 Q. B. 231*

2. — *Motion for judgment—Order for inquiry.*]

Upon motion for judgment under *O. xxvii., r. 11*, upon default in delivery of defence the Court may order interlocutory judgment to be entered, and may refer the whole claim to an official referee to ascertain and report to the Court the amount due to the plttf. *CHARLES v. SHEPHERD*

[*C. A. [1892] 2 Q. B. 622*

Defence.

1. — *Confession of defence—Signing judgment for costs.*] Dfts. pleaded matter arising since the issue of the writ which afforded a complete defence to the claim. The plttf. entered a confession of this defence under *O. xxiv., r. 3*, and signed judgment for his costs:—*Held*, that the case did not fall within *O. xxiv., r. 3*, and the judgment for costs must be set aside. *HOUGHTON v. TOTTENHAM AND FOREST GATE RAILWAY CO.*

[*North J. [1892] W. N. 86*

2. — *Striking out—Slander.*] Where in an action for slander the statement of claim set out the words complained of, and the defence set out and justified different words:—*Held*, that the defence as pleaded was embarrassing and must be struck out. *RAESAM v. BUDGE*

[*C. A. [1893] 1 Q. B. 571*

PRACTICE—PLEADING—continued.**Reply.**

— *Non-delivery of reply—Time for giving notice of trial.*

See PRACTICE—TRIAL—Notice of Trial.

Statement of Claim.

— *Altering, modifying or extending indorsement of writ.*

See PRACTICE—WRIT OF SUMMONS—Indorsement. 1.

— Particulars.

See PRACTICE—PARTICULARS. 5.

1. — *Statute of Frauds.* Although the statute must be pleaded if it is to be relied on as a defence, it is not necessary to plead any particular section. Where, however, the deft. had pleaded s. 4, which did not apply, he was not allowed to amend or to avail himself of s. 7, which did apply. *JAMES v. SMITH*

[*Kekewich J. [1891] 1 Ch. 384*

The C. A., without dealing with the application of the Statute of Frauds, held that the plff. had not established the fact of agency

[*C. A. [1891] W. N. 175*

— *Striking out for non-delivery of particulars.*

See PRACTICE—PARTICULARS. G.

PRACTICE—PROHIBITION.

See PROHIBITION.

PRACTICE—QUO WARRANTO.

See QUO WARRANTO.

PRACTICE—RECEIVER.

[*O. L., rr. 15a-22, relates to receivers.*]

Administration Actions, col. 649.

Continuance, col. 650.

Duties, col. 650.

Equitable Execution, col. 650.

Mortgagees' Remedies, col. 653.

Remuneration, col. 656.

Security, col. 656.

Accounts.

See below, Security. 2.

Administration Actions.

1. — *Action pending in other division.* Where an interim receiver has been appointed of a testor's estate, and subsequently proceedings have been taken in the P. Div., an application to continue the receiver should be made in the P. Div. and not in the Ch. Div. *In re GREEN. GREEN v. KNIGHT* *Kekewich J. [1895] W. N. 69*

2. — *Breach of trust at instigation of beneficiary—Trustees' lien—Assignee of beneficiary.* Trustees committed a breach of trust at the instance of a tenant for life, who assigned his life interest in part of the trust estate to A. The trustees made good the loss caused by the breach as claimed, a lien on the tenant for life's interest, and a receiver against A. of the life interest assigned to him:—*Held*, that A. took the assignment subject to an equitable interest by the *cestui que trust* in remainder which had vested in the trustees on their making good the loss and

PRACTICE — RECEIVER — Administration Actions—continued.

that they were entitled to the receiver. *BOLTON v. CURRE (No. 1)* *Stirling J. [1894] W. N. 122*

3. — *Creditor's claims by mortgagee.* A receiver was appointed in a creditor's administration action. Among the assets were debentures given him by a co. in respect of arrears of dividends payable on certain shares. The mortgagee of the shares, who had proved for his debt, claimed the debentures on the ground that all moneys in the hands of a receiver were *in custodia legis*:—*Held*, that the debentures were in the hands of the receiver as assets of the estate, who stood for this purpose in the position of an exor., and not for the benefit of the mortgage. *In re HOARE. HOARE v. OWEN* — *Stirling J. [1892] 3 Ch. 94*

4. — *Land in Ireland.* Where a receiver is sought to be appointed of the rents of estates in Ireland, the jurisdiction of the Court is not ousted. *BOLTON v. CURRE (No. 1)*

[*Stirling J. [1894] W. N. 122*

5. — *Money in hands of receiver—Custodia legis.* Where money is in the hands of a receiver appointed by the Court, it is not *in custodia legis* in the same way as if it were in the hands of a sequestrator; in each case all the circumstances must be considered, and in particular the nature of the action and the object of the appointment. *In re HOARE. HOARE v. OWEN*

[*Stirling J. [1892] 3 Ch. 94*

Continuance.

1. — *Form of order.* Where a receiver and manager is appointed in a debenture-holders' action with a limitation of time on his acting as manager, the proper form is to extend the time during which he may act as manager. *DAVIES v. VALE OF Evesham Preserves, Ltd.*

[*Kekewich J. [1895] W. N. 105*

2. — *Security.* Where a receiver has been appointed until judgment or further order in a debenture-holders' action, and is continued by the judgment, this is practically a new appointment, and security must be given. *BRINSLEY v. LYNTON and LYNMOUTH HOTEL and PROPERTY CO.* — *Kekewich J. [1895] W. N. 53*

Duties.

1. — *Insurance.* It is the usual practice for a receiver appointed by the Court of rents and profits of real estate to insure the property or keep up existing insurances. *In re GRAHAM. GRAHAM v. NOAKES* — *Chitty J. [1894]*

[*1 Ch. 68, at p. 71*

2. — *Repairs.* Proper repairs of real estate fall within the duties and powers of a receiver of the rents and profits thereof. *In re GRAHAM. GRAHAM v. NOAKES* — *Chitty J. [1894]*

[*1 Ch. 68, at p. 72*

Equitable Execution.

[*O. L., rr. 15a-22, relates to the appointment of receiver by way of equitable execution.*]

1. — *Creditor's rights—Action against debtor's representative.* *Semble*, equitable execution against the estate of a deceased judgment debtor cannot be obtained by one judgment creditor in the absence of the others. Judgment for limited

PRACTICE—RECEIVER—Equitable Execution
—continued.

administration ordered by consent. *In re CAVE*.
MAINLAND v. CAVE - C. A. affirm. Kekewich J.
[1892] W. N. 142

2. — *Earnings of business—Receipts of theatre—Elegit.* C. was a judgment creditor of a co. who were theatrical proprietors and held a lease of a theatre and had mortgaged the lease. A judgment for debt was recovered against a theatre co. The theatre was subject to mortgage and the co. had no land except the theatre of which they were lessees, and they were using the theatre for their business:—*Held*, (1) that a receiver by way of equitable execution could not be appointed of the earnings of a business, and that the receipts at the door of a theatre did not differ from the earnings of any other business, but (2), that as, if the co.'s interest in the theatre had been legal instead of equitable the judgment creditor could have taken it under an *elegit*, he was entitled to a receiver by way of equitable execution of the co.'s equitable interest; (3) the receiver would be entitled to possession of the theatre and to levy an occupation rent on the co., and thus obtain satisfaction of the judgment. CADOGAN v. LYRIO THEATRE - C. A. [1894] 3 Ch. 338

3. — *Effect.* The appointment of a receiver of rents of land under a judgment for debt is "execution by process of law" within the meaning of a cessor clause in a will. BLACKMAN v. FISH - Kekewich J. [1892] 3 Ch. 209

4. — *Effect of order.* An order for the appointment of a receiver by way of equitable execution does not operate as a charge, but as an injunction to restrain the judgment debtor from himself receiving the interest subject to the order. *Per* Lindley L.J. TYRRELL v. PAINTON (No. 2).
[C. A. [1895] 1 Q. B. 202

— *Effect.*

See LANDLORD AND TENANT—DISTRESS.

5. — *Equitable reversionary interest in proceeds of sale of land.* There is jurisdiction to appoint by way of equitable execution a receiver of an equitable reversionary interest in personal estate, including the sale of the proceeds of land, since such an interest cannot be taken under an *elegit*. TYRRELL v. PAINTON (No. 2)
[C. A. [1895] 1 Q. B. 202

6. — *Equitable reversionary interest—Sale.* Where a receiver is appointed of the rents, profits and moneys receivable in respect of a judgment debtor's reversionary interest in land, this amounts to a delivery in execution within the Judgments Act, 1864, and gives the Court jurisdiction to make an order for inquiries and a sale. *In re* JONES AND JUDGMENTS ACT, 1864
[Chitty J. [1895] W. N. 123 (10)

7. — *Foreign liquidation.* Judgment creditors of a foreign firm obtained *ex parte* an order for a receiver of property belonging to the firm which they could not take in execution, because third parties had a lien on it. Before the lien was paid off and the receiver obtained the balance, the firm was declared in liquidation by a foreign tribunal:—*Held*, that the judgment creditors, and not the liquidators, were entitled to the balance

PRACTICE—RECEIVER—Equitable Execution
—continued.

in the receiver's hands. LEVASSEUR v. MASON & BARRY, LD. - C. A. [1891] 2 Q. B. 73

8. — *Future earnings of judgment debtor.* (A) The Court has no jurisdiction to enforce satisfaction of a judgment debt by appointing a receiver of the future earnings of the judgment debtor. HOLMES v. MILLAGE - C. A. revers.
[Div. Ct. [1893] 1 Q. B. 551

(B) Order for receiver of unearned fees of a director of a co. refused. HAMILTON v. BROGDEN (No. 2) - North J. [1891] W. N. 36

9. — *General appointment.* It is not the practice of the Court under O. L., r. 15 (a), to appoint a receiver of the judgment debtor's property generally by way of equitable execution. Order made for examination of the debtor under O. XLII., r. 32, as to his property. HAMILTON v. BROGDEN (No. 1) - North J. [1891] W. N. 14

10. — *Jurisdiction.* Sect. 25 (8) of the Judicature Act, 1873, and O. LV., r. 15 (a), do not give jurisdiction to appoint a receiver by way of equitable execution where prior to the Act no Court had such jurisdiction. A receiver can only be appointed at the instance of a judgment creditor under circumstances in which prior to the Act the Court of Chancery could have made such an order. The Court therefore has no jurisdiction to appoint a receiver, because it would be more convenient than the usual modes of execution.

(A) HARRIS v. BEAUCHAMP BROTHERS (No. 2)
[C. A. [1894] 1 Q. B. 601

(B) HOLMES v. MILLAGE C. A. revers. Div. Ct.
[1893] 1 Q. B. 551

11. — *Legal remedy.* A receiver will not be appointed by way of equitable execution of fees earned by a director of a co., since there is a legal mode of execution by attachment. HAMILTON v. BROGDEN (No. 2) - North J. [1891] W. N. 36

12. — *Married woman—Protection order—Mortgage—Restraint on anticipation.* A married woman, deserted by her husband, obtained a protection order under s. 21 of the Matrimonial Causes Act, 1857. She afterwards mortgaged property which by her father's will she was restrained from anticipating, and judgment was obtained against her as a *feme sole* in an action on the covenant:—*Held*, that, although the Act allowed a married woman with a protection order to sue and be sued as a *feme sole*, it did not apply to property to which she was entitled before the protection order; consequently the restraint on anticipation prevailed, and no receiver of the property could be appointed by way of equitable execution. HILL v. COOPER

[C. A. [1893] 2 Q. B. 85

13. — *"Parties entitled to execution."* The appointment of a receiver of the property or interest of a judgment debtor is not "execution" within O. XLII., rr. 8, 23. The exors. of a deceased judgment creditor are not entitled to obtain an order for a receiver of the judgment debtor's property or an injunction against his dealing with it. NORBURN v. NORBURN

[Div. Ct. [1894] 1 Q. B. 449

PRACTICE—RECEIVER—Equitable Execution
—continued.

14. — *Partnership—Separate debt of partner—Foreign firm.* Sect. 23 of the Partnership Act, 1890, which enables a judgment creditor of a partner to obtain a receiver of his interest in the partnership applies to a foreign firm having a branch house in England. *BROWN JAMESON & CO. v. A. HUTCHINSON & CO. (No. 1)*

[C. A. [1895] 1 Q. B. 737

15. — *Procedure—Summons or motion.* Two of the debts were ordered to pay costs to the plaintiffs. The plaintiffs moved for appointment of a receiver by way of equitable execution over an equity of redemption belonging to the debts:—*Held*, that such applications should be made by summons in chambers and not by motion. *In re HARTLEY. NUTTALL v. WHITAKER*

[North J. [1892] W. N. 49

16. — *Property subject to lien.* Where an order for a receiver was obtained by judgment creditors on property of the debtor in the hands and subject to a lien in favour of third parties:—*Held*, that the creditor's right to the property or its proceeds became complete at the date of the order, subject to the legal impediment of the lien, and that they were entitled in equity as against the liquidator of the judgment debtor to the proceeds of the sale of the property after satisfying the lien.

(A) *LEVASSEUR v. MASON & BARRY*

[C. A. [1891] 2 Q. B. 73

(B) *In re POTTS. Ex parte TAYLOR*

[V. Williams J. [1893] 1 Q. B. 648, at p. 653

17. — “*Secured creditor*” — *Bankruptcy.* Judgment creditors failing to realize their judgment obtained *ex parte* an order for a receiver to receive a share of a residuary estate which had come to the debtor under a will after the judgment and gave notice of it to the executors of the will. The debtor became bankrupt, and the exors. retained the money:—*Held*, that the order did not make the creditors secured creditors, being merely a process not yet completed for obtaining money, and not having the nature or effect of a charging order. *In re POTTS. Ex parte TAYLOR*

C. A. affirm. V. Williams J.

[1893] 1 Q. B. 648

18. — *Stock standing in books of bank—Dividends—Mental infirmity—Title of order.* The judge or Master in Lunacy has jurisdiction to make an order appointing a receiver of dividends on stock standing in the Bank of England in the name of a person incapable “through mental infirmity arising from disease or age,” and the Bank may safely act on such an order; but as it is unusual to appoint a receiver of dividends on bank stock, the better course is to bring the stock into Court. Such an order should not be entitled “in Lunacy.” *In re BROWNE*

[C. A. [1894] 3 Ch. 412

Mortgagees' Remedies.

1. — *Attornment to receiver—Occupation rent.* Where a devisee of mortgaged property was in possession, the Court directed a reference to chambers to appoint a receiver and fix an occupation rent, and ordered the devisee to attorn

PRACTICE—RECEIVER—Mortgagees' Remedies
—continued.

tenant to the receiver as from date of order, or to deliver up possession to the receiver. *In re BURCHNALL. WALKER v. BURCHNALL*

[Stirling J. [1893] W. N. 171

— *Colliery.*

See MORTGAGE—FORECLOSURE 18.

See also PRACTICE—WRIT—Writ specially Indorsed. 9.

2. — *Debenture-holders' rights—Company—Winding-up.* (A) As a general rule of convenience the liquidator appointed in the winding up of a co. should be appointed receiver for the debenture-holders or mortgagees. But if the debenture-holders or mortgagees have already appointed a receiver, under special powers given them by their security, the Court will not displace him by the liquidator. Where a judge has in the exercise of his discretion refused to displace a receiver by a liquidator, the C. A. will not interfere with that exercise of discretion except under special circumstances. *In re JOSHUA STUBBS, LD. BARNEY v. JOSHUA STUBBS, LD. Kekewich J.*

[1891] 1 Ch. 187; C. A. [1891] 1 Ch. 475

(B) The assets of a co. including a large amount of uncalled capital were sufficient to pay the debentures. The official receiver, who was also provisional liquidator, was appointed by V. Williams J. receiver and manager, in place of the receiver and manager in a debenture-holders' action, on an undertaking by him to keep a separate account on behalf of the debenture-holders. On appeal fresh evidence was produced that a large amount of the assets consisted of securities, which required to be realized by a commercial person. The receiver in the action was appointed by C. A. receiver of these particular assets, and the official receiver receiver of the other assets. *BRITISH LINEN CO. v. SOUTH AMERICAN AND MEXICAN CO. - V. Williams J. varied by C. A.*

[1894] 1 Ch. 108

3. — *Debenture-holders' rights—Insolvency.* Mortgage debentures constituting an equitable charge were conditioned to become immediately payable on interest being two months in arrears. Interest fell into arrear and the co. were not in a position to pay:—*Held*, that the debenture-holders were entitled to a receiver though the two months had not elapsed. *BISSILL v. BRADFORD TRAMWAYS CO., LD.*

[Stirling J. [1891] W. N. 51

4. — *Debenture-holders' rights—Insolvency of mortgagor.* The Court will appoint a receiver to protect the debenture-holders' security, if it be in jeopardy owing to the co.'s insolvency, although the principal is not immediately payable nor the interest in arrears. *McMAHON v. NORTH KENT IRONWORKS CO.*

[Kekewich J. [1891] 2 Ch. 148

5. — *Debenture-holders' rights—Manager of business—Winding-up—Realization.* The Court, on the application of the only debenture-holder, appointed, by consent, the managing director of the co. receiver of its property (and also manager of its business pending realization), on an undertaking as to wages and current expenses, accounts,

PRACTICE—RECEIVER—Mortgagees' Remedies
—continued.

and immediate realization. Form of order.
MAKINS v. PERCY IBOTSON & SONS

[**Kay J.** [1891] 1 Ch. 133

6. — Mortgagee's rights—Manager of business.]

Where a receiver is appointed at the instance of a mortgagee over property on which the mortgagor carries on business, the receiver cannot be appointed manager of the business unless

(A) it is in express terms or impliedly included in the security. **WHITLEY v. CHALLIS**

[**C. A.** [1892] 1 Ch. 64

(B) it is necessary to protect the property comprised in the security by carrying on the business. **CAMPBELL v. LLOYD'S, BARNETTS' AND BOSANQUET'S BANK, LD.**

[**Chitty J.** [1891] 1 Ch. 136, n.

(C) It is necessary to protect the security by selling the business as a going concern. **MAKINS v. PERCY IBOTSON & SONS** **Kay J.** [1891] 1 Ch. 133

7. — Mortgagee's rights—Winding-up.] The right of a mortgagee to a receiver when his security is valid and his interest is in arrear is not affected by the fact that the mortgagor is a co and is being wound up. A petition for winding-up a co. was pending when a receiver was appointed in an action by debenture-holders to enforce their security extending over all the property of the co., where the assets of the co. were not sufficient to pay the debentures:—**Held**, that the liquidator had no claim to have the receiver for the debenture-holders discharged, since their rights were not taken away by the winding-up. **STRONG v. CARLYLE PRESS (No. 1)**

[**C. A. revers. V. Williams J.** [1893] 1 Ch. 268

8. — Procedure—Ex parte application—Service of notice.] Pltff. who had taken out an originating summons for foreclosure, applied *ex parte* for leave to serve with the summons short notice of motion for the appointment of a receiver. Leave granted subject to any objections which might be taken by the deft. **ROBSON v. HORNER** [Stirling J. [1893] W. N. 100

9. — Procedure—Ex parte application—Irregularity.] An application to have a receiver appointed by way of equitable execution should not be made *ex parte*. *In re* **POTTS. Ex parte TAYLOR** *Per* Lindley J. **C. A.** [1893] 1 Q. B. 648

10. — Procedure—Interlocutory application for receiver and manager.] An order giving possession to a receiver and manager can be made on an interlocutory application. **IND, COOPE & CO. v. MEE** - - **North J.** [1895] W. N. 8

11. — Right claimed against receiver—Course of the Court.] It is not the course of the Court to refuse liberty to try a right claimed against its receiver appointed in a foreclosure action, unless it is perfectly clear that there is no foundation for the claim. **LANE v. CAPREY**

[**Chitty J.** [1891] 3 Ch. 411

12. — Steamship.] A receiver with power to manage can be appointed of a steamship. **FAIRFIELD SHIPBUILDING AND ENGINEERING CO. v. LONDON AND EAST COAST EXPRESS STEAMSHIP CO.** - - **Kekewich J.** [1895] W. N. 64

PRACTICE—RECEIVER—Mortgagees' Remedies
—continued.

— *Partnership action—Arbitration clause—Appointment of receiver.*
See **PARTNERSHIP—Dissolution.** 3.

Remuneration.

Remuneration when trustee.] There is no inflexible rule that a trustee can only be appointed receiver of the trust estate on the terms of his having no remuneration, though the insertion of such a term is usual. In this case, the Court allowed a sum as remuneration, although no mention of remuneration was made in the administration order appointing the receiver. *In re* **BIGNELL. BIGNELL v. CHAPMAN**

[**C. A. affirm. North J.** [1892] 1 Ch. 59

Security.

— *on continuance of receiver.*

See above Continuance. 2.

1. — Form of order.] An order appointing a manager and receiver should contain an undertaking by the person applying for his appointment to be answerable for all amounts received until the receiver gives security.

(A) **MAKINS v. PERCY IBOTSON & SONS**

[**Kay J.** [1891] 1 Ch. 133

(B) **CAMPBELL v. LLOYD'S, BARNETT'S AND BOSANQUET'S BANK, LD.**

[**Chitty J.** [1891] 1 Ch. 136, n.

2. — Recognisance—Surety—Rents and profits—Extent of liability.] A surety under a receiver's recognisance is liable (to the extent of the amount of the penalty) for all sums of money which the receiver himself was properly liable to pay into Court or account for.

Where a receiver appointed in an administration action of the rents and profits of real estate had received (i.) fire insurance moneys and misapplied them; (ii.) interest on Consols in Court derived from the sale of real estate by A., and had not accounted for it; (iii.) balance of money paid to be expended on repairs, and not so expended it:—**Held**, that the sureties had been properly charged in respect of these three items. Practice and duties of receivers of rents and profits as to insurance and repairs discussed. *In re* **GRAHAM. GRAHAM v. NOAKES** - **Chitty J.** [1895] 1 Ch. 68

PRACTICE—REFERENCE.

Official Referee, col. 656.

Special Referee, col. 657.

Official Referee.

[**O. XXXVI, rr. 45-55 c, relate to official referees.]**

1. — Appeal.] (A) Where a question has under s. 14 of the Arbitration Act, 1889, been referred to an official referee, there is an appeal asking for a new trial to the Div. Ct. and therefrom to the C. A. **MUNDAY v. NORTON**

[**C. A.** [1892] 1 Q. B. 403

(B) The Judicature Act, 1890, s. 1, only applies to motions for new trials in cases tried with a jury. In a case tried before an official referee, the motion must be made to a Div. Ct. **GOWER v. TOBITT** - - **C. A.** [1891] W. N. 6

2. — Commission to examine witnesses abroad.] An official referee, to whom an action is referred

PRACTICE—REFERENCE—Official Referee—continued.

for trial, has jurisdiction to make an order granting a commission to examine witnesses abroad, and a judge at chambers has jurisdiction to review the decision of the official referee granting or refusing such an order. *HAYWARD v. MUTUAL RESERVE ASSOCIATION* Div. Ct. [1891] 2 Q. B. 236

3. — *Report—Motion for judgment.* An action to restrain a nuisance was referred to an official referee for inquiry and report. The official referee reported that no nuisance existed:—*Held*, that defts. could move, under O. XL, r. 7, for judgment dismissing the action with costs, and that an eight days' notice under O. XXXVI, r. 55, was not necessary. *LARKIN v. LLOYD*

[Kekewich J. [1891] W. N. 71

4. — *Report—Notice of motion to vary—Form of notice.* In an action to restrain threats under the Patents, Designs, and Trade Marks Act, the official referee assessed the damages; on further consideration deft. moved to vary the report so as to find that plff. was not entitled to damages:—*Held*, that the notice of motion was sufficient under O. XXXVI, r. 54, and that that rule was independent of O. LII, r. 4, relating to awards. *SCHIEDGES v. WILLIAMS*

[Kekewich J. [1893] W. N. 158

5. — *Report—Power of Court to go into evidence used for purposes of.* Where the official receiver has made his report on accounts and inquiries directed by a judgment and no motion has been made to vary his report, the Court cannot go into the evidence which was before him. *In re FITTON*. *HARDY v. FITTON*

[Stirling J. [1893] W. N. 201

Special Referee.

[O. XXXVI, rr. 48–55c, relate to proceedings before a special referee.]

1. — *Commission to examine witnesses abroad.* On a reference by consent out of Court the Court has no jurisdiction to issue a commission to examine witnesses abroad. *In re SHAW AND RONALDSON* - - Div. Ct. [1893] 1 Q. B. 91

2. — *Inspection of property—Jurisdiction.* The Court has still jurisdiction to make an order to inspect property, the subject of a reference or arbitration, notwithstanding the reference or arbitration, but the more convenient course is to apply in the first instance to the referee or arbitrator, and not to the judge in chambers. *MACALPINE & Co. v. CALDER & Co.*

[Div. Ct. [1893] 1 Q. B. 545

3. — *Matter of account—Jurisdiction.* If the Court think that any part of a case does or may involve a matter of account, the whole case may be compulsorily referred under the Arbitration Act, 1889, s. 14 (c), although in certain events it may become unnecessary to determine the matter of account. *HUELBATT v. BARNETT & Co.*

[G. A. [1893] 1 Q. B. 77

[O. LII, r. 2, relates to motion to enforce the award of a special referee.]

4. — *Report—Motion to vary—Rejection of evidence.* A motion to vary the report of a special referee for rejection of evidence can suc-

PRACTICE—REFERENCE—Special Referee—continued.

ceed only where substantial wrong has been done by rejecting the evidence. *In re MAPLIN SANDS*

[Kekewich J. [1894] W. N. 141;

[C. A. [1894] W. N. 184

And see *ARBITRATION*, *passim*.

PRACTICE—REHEARING.

Order passed and entered. When an order has been perfected and expresses the real decision of the Court, the Court has no jurisdiction to alter it. An application was made that certain costs which A. had been ordered to pay should be made costs in the action and for a stay of proceedings on the order on the ground that the order had been obtained by misrepresentation. *Held*, that this was in effect an application for rehearing, and that the Court had no jurisdiction to entertain it. *FRESTON BANKING Co. v. ALLSFY & SONS* - - C. A. [1895] 1 Ch. 141

PRACTICE—REVIEW.

Jurisdiction of Chancery Division. The Ch. Div. can still exercise the jurisdiction of the old Court of Chancery as to allowing proceedings by way of review in a proper case. *Semble*, an action of review can now be commenced without leave. *In re SCOTT AND ALVAREZ'S CONTRACT*. *SCOTT v. ALVAREZ*

[Kekewich J. [1895] 1 Ch. 596, at p. 622

And see *PRACTICE—TRIAL—Rehearing*, 1, 2.

PRACTICE—REVIVOR.

[O. XVII, relates to proceedings on change of parties during the pendency of a suit.

O. XLII, r. 23, relates to proceedings on death after judgment of parties.]

1. — *Administration suit—Death of party after judgment—Procedure.* The addition of the exor. of a deceased co-plff. after judgment should not be made *ex parte*. *In re HOLMES*. *FARRAR v. EDDLESTONE*

[North J. [1892] W. N. 177

2. — *Divorce proceedings—Death of co-respondent.* The Court has power under O. XVII, r. 4, and O. XLII, r. 23, to appoint a petitioner receiver of the estate of a deceased co-respondent in respect of a debt for costs of a divorce petition ordered to be paid by the co-respondent. *WADDELL v. WADDELL* - - Butt Pres. [1892] P. 236

3. — *Fund in Court applicable to payment of debts—Dormant suit.* An administration suit had been dormant since 1753, but there was money in Court which was available under a decree in the suit for the payment of debts. In 1889 a petition was presented for inquiries as to the parties entitled to the fund:—*Held*, that lapse of time was no bar to revivor. *MICKLETHWAITE v. VAYASOUR* Chitty J. [1893] W. N. 61

4. — *Judgment—Statutes of Limitations.* The legal representatives of a judgment creditor will not be allowed to take proceedings under O. XLII, r. 23, after the judgment debt is statute-barred.

(A) *JAY v. JOHNSTONE*

[G. A. [1893] 1 Q. B. 189

(B) *HEBBLETHWAITE v. PEEVER*

[Collins J. [1892] 1 Q. B. 124

PRACTICE—REVIVOR—continued.

5. — *Legatees' suit commenced in 1758—Fund in Court—Revivor dispensed with.* In a legatees' suit commenced in 1758, where there was a fund in Court, and it was impossible to trace the representatives of the original debts, revivor was dispensed with. *BALLARD v. MILLNER*

[Chitty J. [1895] W. N. 14]

6. — *Personal action—Death of party after judgment—Receiver.* The procedure by *soire facias* and order of revivor in the case of the death of a judgment creditor after judgment is superseded by O. XLII., r. 23, empowering his legal personal representatives to ask leave to issue execution. But that rule does not empower the appointment of a receiver at the instance of the legal personal representative. *NOBBURN v. NOBBURN* - - Div. Ct. [1894] 1 Q. B. 448

PRACTICE—SALES BY THE COURT.

[O. LI. relates to sales by the Court.]

1. — *Foreclosure action—Sale altogether out of Court.* In a foreclosure action where an order was made for sale out of Court, but the reserved biddings and remuneration of the auctioneer to be fixed by the judge, the Court treated the sale as one altogether out of Court, and directed the insertion in the minutes of the declaration required by O. LI., r. 1A, that the Court was satisfied by the evidence that all persons interested in the estate were before the Court. *CUMBERLAND UNION BANKING CO. v. MARYPORT HEMATITE IRON AND STEEL CO.*

[Chitty J. [1892] 1 Ch. 92]

2. — *Shares—Perishable goods.* Shares in a limited co. can be sold by order of the Court as coming within the words "goods, wares, or merchandise" of O. L., r. 2, if immediate sale is desirable for "any just and sufficient reason." *EVANS v. DAVIES* *Kekewich J. [1893] 2 Ch. 216*

And see MORTGAGE—SALE.

PRACTICE—SECURITY FOR COSTS.

[O. LXV., rr. 6, 6A, relate to security for costs.]

1. — *Appellant resident abroad—Foreign company—Assets within the jurisdiction.* There is no hard and fast rule that a person resident abroad must give security for costs. Such residence makes a *prima facie* case for requiring security, but *held*, that a foreign co. resident abroad need not give security for the costs of an appeal where it could shew sufficient goods within the jurisdiction to answer the costs of the proceeding. *In re APOLLINARIS COMPANY'S TRADE-MARKS* (No. 1) - - G. A. [1891] 1 Ch. 1

2. — *Foreign company—Trade-mark—Application to expunge mark.* A foreign co. which had no address for service in this country, but who appeared and submitted to the jurisdiction, *held* to be entitled to be added as respondents to a motion for expunging a trade-mark registered by them without giving security for costs. *In re LA SOCIÉTÉ ANONYME DES VERRERIES DE L'ÉTOILE* (No. 1) - - *Stirling J. [1893] W. N. 119*

3. — *Foreign defendant resident abroad—Counter-claim.* Where a counter-claim was set up by a deft. resident out of the jurisdiction which arose out of the same transaction as the claim, and amounted substantially, although not

PRACTICE—SECURITY FOR COSTS—continued.

technically, to a defence to the action:—*Held*, that the Court had a discretion to refuse to order security for costs to be given. *NACK v. TAYLOR*

[G. A. [1893] 1 Q. B. 560]

4. — *Foreign plaintiff—Temporary residence within the jurisdiction.* The words of O. LXV., r. 26 a, which require a foreigner "temporarily resident within the jurisdiction" to give security for costs, have an elastic meaning:—*Held*, that they did not apply to a foreigner who shewed that his business engagements would keep him in England for nearly twelve months. *MICHELIS v. EMPIRE PALACE CO.* - - G. A. affirm. Div. Ct. [1892] W. N. 33

5. — *Foreign plaintiff resident abroad—Action on foreign judgment.* Where a foreigner resident out of the jurisdiction brings an action in this country, the fact that the action is brought on a foreign judgment recovered in proceedings in which the deft. appeared does not affect the right of the deft. to security for costs. *CROZAT v. BROGDEN* - - G. A. revers. Div. Ct. [1894] 2 Q. B. 30

6. — *Foreign plaintiff resident abroad—New trial.* Where in an action by a foreigner resident abroad who has given security for costs of the action under an order made at chambers, the deft. succeeds and the plff. moves for a new trial, application should be made at chambers to increase the amount of the security, and an appeal from chambers in such a case lies direct to the G. A. *BENTSEN v. TAYLOR, SONS & CO.* (No. 1) - - G. A. [1893] 2 Q. B. 193

7. — *New trial.* As a general rule security for costs will not be ordered against an applicant for a new trial. *HECKSCHER v. CROSELEY*

[G. A. [1891] 1 Q. B. 234]

— *Pauper.*

See PRACTICE—FORMA PAUPERIS. 3.

8. — *Person resident abroad—Respondent to petition for revocation of patent—Actor.* A patentee, resident out of the jurisdiction, who comes in as a respondent to a petition to revoke his patent is in no sense an "actor" in the meaning of the observations of the Court in *Apollinaris Co. v. Wilson* (31 Ch. D. 632), and the fact that he would or might be required to begin does not for the present purpose put him in the position of a plff., and that the fact that he was or might be defending on behalf of others was immaterial. *In re MILLER'S PATENT*

[*Kekewich J. [1894] W. N. 4*]

PRACTICE—SEQUESTRATION.

[O. XLIII., rr. 2-7, relate to sequestration.]

1. — *Dormant action—Notice—Leave of Court.* The month's notice required by O. LXIV., r. 13, where there have been no proceedings for a year, applies to pleadings, &c., in the action, and not to motions for execution of judgment, whether by sequestration or otherwise. Leave granted for sequestration to issue for balance of costs which should be found due from deft., although the time allowed by O. XLII., r. 22, had elapsed. *TAYLOR v. ROE* (No. 2)

[*Kekewich J. [1893] W. N. 96*]

2. — *Non-payment of costs—Married woman.* The old practice as to sequestration for non-pay-

PRACTICE—SEQUESTRATION—continued.

ment of costs is superseded by O. XLIII., r. 7. Where an order has been made directing a party to pay costs without limiting any time for payment and the costs have been taxed, an immediate sequestration to enforce payment can be issued without any previous four day order. An order to pay costs within four days and in case of non-payment for sequestration is wrong in form, as it is not competent to make an order for the issue of writs of attachment or sequestration on a future uncertain event. *In re LUMLEY. Ex parte CATHCART* - - - O. A. [1894] 2 Ch. 271

3. — *Recovery of judgment—Order for payment within limited time—Jurisdiction.* There is no jurisdiction to make an order directing a judgment debtor to pay the amount recovered in the action within a limited time, and in default giving the judgment creditor leave to issue a writ of sequestration. *HULBERT & CROWE v. CATHCART* [Div. Ct. [1894] 1 Q. B. 244

PRACTICE—SERVICE.

[O. IX. relates to service of writs of summons.
O. LXVII. relates to service of orders, &c.]

On Firms—Service on Partners and other Bodies, col. 661.

Out of the Jurisdiction, col. 663.

Personal, col. 669.

Substituted, col. 669.

On Firms—Service on Partners and other Bodies.

[O. XLVIII. A, relates to service on firms.]

1. — *Foreign defendant carrying on business within jurisdiction in name other than his own.* [O. XLVIII. A. (actions against firms and others not trading under their own name) does not apply to a foreign subject resident out of the jurisdiction, who carries on business within the jurisdiction in a name or style other than his own name, and in such a case service under r. 3 on the foreign manager in England is not good, nor in such a case will substituted service nor leave to serve the writ as notice out of the jurisdiction be allowed.

(A) *ST. GOBAIN, CHAUNEY AND CIREY CO. v. HOYERMANN'S AGENCY* - O. A. [1893] 2 Q. B. 96

(B) *DE BERNALES v. NEW YORK HERALD*

[O. A. affirm. Div. Ct. [1893] 2 Q. B. 97, n.

2. — *Foreign company—Carrying on business within jurisdiction—London agent.* [A co. incorporated in the state of Tennessee and having offices in Tennessee and New York States had also an agent and offices in London for the purpose of dealing with English shareholders, and some property in that office:—*Held*, that this did not constitute carrying on business in England, and that service of a writ against the co. on the London agent was bad. *BADCOCK v. CUMBERLAND GAP PARK CO.*

[*Stirling J.* [1893] 1 Ch. 362

3. — *Foreign firm—Action in firm name.* [A firm, some members of which are resident abroad, cannot be served as a firm under O. IX., r. 6, and all the partners' names must be specified in the writ, which may then be served on any partner

PRACTICE—SERVICE—On Firms—Service on Partners and other Bodies—continued.

found within the jurisdiction, or by leave under O. XI. outside the jurisdiction.

(A) *WESTERN NATIONAL BANK OF NEW YORK v. PEREZ TRIANA & CO.*

[O. A. (Lord Esher M.R. diss.) [1891] 1 Q. B. 304

(B) *INDIGO CO. v. OGILVY*

[*North J.* [1891] 2 Ch. 31

(C) *HEINEMANN & CO. v. HALE & CO.*

[1891] 2 Q. B. 83

4. — *Foreign firm—"Carrying on business within jurisdiction."* [O. XLVIII. A, r. 1, applies to all partnerships carrying on business within jurisdiction. Therefore a foreign or colonial firm so carrying on business can be served under O. XLVIII. A, r. 3, without leave, although the members are resident out of the jurisdiction. The writ in such a case cannot be served by substituted service within the jurisdiction on a partner who is out of the jurisdiction. *WORCESTER CITY AND COUNTY BANKING CO. v. FIREBANK, PAULING & CO.* - - - O. A. [1894] 1 Q. B. 784

5. — *Foreign firm—Service of notice on partner abroad—Action in name of firm.* [In an action against a foreign partnership in the name of the firm leave was given to serve notice of the writ, and it was served abroad on one partner. No appearance was entered and the pliffs. applied for leave to sign judgment:—*Held*, that O. IX., r. 6, of the Rules of 1883 did not apply to a firm not domiciled within the jurisdiction, and that service on one partner was not good service on the firm. *DOBSON v. FESTI, RASINI & CO.*

[O. A. [1891] 2 Q. B. 93

[*But see now O. XLVIII. A, rr. 1-11, R. S. C. June 1891.*

6. — *Foreign firm—Service on partner resident in England.* [A writ issued against a foreign firm for breach of a contract made and to be performed in England. The writ was issued in the firm name, and was served on a partner resident in England:—*Held*, that a writ issued against a foreign firm cannot be served on the partners resident abroad by serving one of them in England. *HEINEMANN & CO. v. HALE & CO.*

[O. A. revers. Div. Ct. [1891] 2 Q. B. 83

[*But see now O. XLVIII. A, r. 1.*

7. — *Foreign firm—Service on partner resident in England—Validity.* [Where a foreign firm carries on business in England with one partner living within the jurisdiction, service on the resident partner is sufficient, in an action against the firm, to support a judgment under O. XIV. *LYSAGHT, LD. v. CLARK & CO.*

[Div. Ct. [1891] 1 Q. B. 552

[*But see now O. XLVIII. A, r. 1.*

8. — *Foreign firm—Service on partner visiting England—Irregularity—Appearance—Waiver.* [In an action against a foreign partnership in the name of the firm a writ was served on a partner who was visiting England:—*Held*, that the service was not good service against the firm, although if the writ had been against the partners *nominatim*, it would have been good; but that as the partner had appeared, and in part waived the irregularity, leave should be given

PRACTICE—SERVICE—On Firms—Service on Partners and Other Bodies—continued.

to amend the writ by specifying the names of the partners, and that on such amendment service should stand as against the partner who had appeared. **WESTERN NATIONAL BANK OF NEW YORK v. PEREZ, TRIANA & Co.**

[*C. A. (Lord Esher M.R. diss.)* [1891] 1 Q. B. 304
[*But see now O. XLVIII. A, r. 1.*]

9. — *Foreign person—Name of firm.* J. B., a domiciled Scotchman, carried on business in S. as G. & J. B., and had a branch in Liverpool under the same name. A partnership action against J. B. was brought against G. & J. B.:—*Held*, that O. XLVIII. A, r. 1, did not apply so as to enable the plff. to effect service of the writ upon B. by serving it on the person having the management and control of the business at Liverpool. **MACIVER v. G. & J. BURNS** [1895] 2 Ch. 630

10. — *Retired partner—Execution—Liability.* Where an action has been brought and judgment recovered against co-partners in the firm name, if one of the members left the firm before action brought to the knowledge of the plff. and does not appear, or admit that he is a partner, the plff. must have served him with the writ under O. XLVIII. A, r. 8, before he can get leave to issue execution, or have the question of the ex-member's liability tried. **WIGRAM v. COX, SONS, BUCKLEY & Co.** — Div. Ct. [1894] 1 Q. B. 792

11. — *Scotch railway company—Office in England.* A railway co. having its governing body resident and domiciled in Glasgow, had a short line in England, which was under the Companies Clauses Act, 1845:—*Held*, that the co. was a Scotch co., and that service of a writ at the principal office of the co. on the English part of its line was not good service, r. 8 being excluded by the Companies Clauses Consolidation (Scotland) Act, 1845, which was incorporated in the co.'s special Act, and required service at the principal office of the co., i.e., in Glasgow. **PALMER v. CALEDONIAN RAILWAY CO.**

[*C. A. [1892] 1 Q. B. 823;*
[*revers. Div. Ct. [1892] 1 Q. B. 607*

Out of the Jurisdiction.

1. — *Act to be done within jurisdiction—Rules of Supreme Court, 1883, O. XI., r. 1 (f).* The plffs. were the owners of an English patent for dyes, one of their dyes being known as "Yellow T." The first defts. were retail traders in London; the second defts. were manufacturers of dyes in Switzerland. The plffs. by their writ claimed an injunction to restrain the defts. from importing into England, and from manufacturing, selling, and using in England dyes manufactured according to the plffs.' patent. The writ was served on the first defts., and the plffs. applied *ex parte* for leave to issue a concurrent writ and to serve notice of it on the second defts. in Switzerland. There was evidence that the first defts. had written to the second defts., asking them to send to the first defts. by post 5lbs. of Yellow T. dye, and that the second defts. had written in reply, sending an invoice for 5lbs. of Yellow T. dye, and stating the price. They added that, to induce further orders, they were willing to reduce their price for large quantities. The inclosed

PRACTICE—SERVICE—Out of the Jurisdiction—continued.

invoice described the goods as "bought by" the first defts. of the second defts., and stated that they were sent to a specified firm at Bath "to be held by them at your disposal":—*Held* (*revers. a decision of North J.*), that the plffs. had shown a *prima facie* case within r. 1 (f) of O. XI. of an act done (viz., a sale) by the second defts. within the jurisdiction which the plffs. sought to restrain, and that the plffs. were entitled to the leave which they asked. **BADISCHE ANILIN UND SODA FABRIK v. JOHNSON & Co.** — *C. A.*

[1895] W. N. 153 (12)

— Notice of motion to attach.

See PRACTICE—ATTACHMENT (AND COM-MITTAL).

2. — *Notice of motion for injunction.* *Semble*, that leave to serve notice of motion for an injunction with the writ outside the jurisdiction cannot be granted. **MANITOBA AND NORTH-WEST LAND CORPORATION v. ALLAN**

[*North J. [1895] 3 Ch. 432*

3. — *Notice of motion for injunction.* Action for injunction to restrain Y. and others from parting with certain securities. Y. was abroad. North J. granted leave to serve writ, but not notice of motion for interim injunction out of jurisdiction, holding that he had no power under O. XI. to give such leave. *C. A.* granted leave to serve the notice of motion without prejudice to any question which might arise thereon. **HERSEY v. YOUNG** — *C. A.* [1894] W. N. 18

4. — Notice of motion to expunge trade-mark.]

A notice of motion to rectify the register by striking out a trade-mark registered in the name of a foreign co. not carrying on business within the jurisdiction was served on the Comptroller and on the co. abroad without the leave of the Court:—*Held*, there was no power in the parties to serve the notice abroad, and no jurisdiction in the Court to give leave for service abroad, and that the service was invalid. *Semble*, the proper course was to proceed on the notice against the Comptroller, after sending a copy to the co. with an intimation that proceedings which might affect its interests were pending. *In re LA COMPAGNIE GÉNÉRALE D'EAUX MINÉRALES ET DE BAINS DE MER* — *Stirling J.* [1891] 3 Ch. 451

5. — *Notice of motion—Trade-mark.* There is no provision by statute or rule as to the service out of the jurisdiction of notice of motion to expunge a trade-mark, but such notice must be given to interested parties outside the jurisdiction as is required by natural justice. *In re KING & CO.'S TRADE-MARK* *C. A. affirm. Kekewich J.* [1892] 2 Ch. 462

6. — Notice of order on originating summons.]

Leave to serve notice of an order made on an originating summons on a person resident abroad cannot be given. But the person having conduct of the order may of his own motion give notice to the person resident out of the jurisdiction, and if after notice that person does not choose to come in the Court will act on the order, and in the case of a fund in Court will distribute it in his absence. *In re CLIFF. EDWARDS v. BROWN*

[*C. A. affirm. North J. [1895] 2 Ch. 21*

PRACTICE—SERVICE—Out of the Jurisdiction
—continued.

7. — *Petition for revocation of patent.*] Where one of the respondents to a petition for revocation of a patent was out of the jurisdiction, and could not be served with the petition, ordered that notice of the presentation of the petition should be given him, that the petition should go into the witness list, but unless he appeared by counsel, the petition should not come on for hearing without leave of the judge. *In re KAY'S PATENT* - - - *Stirling J. [1894] W. N. 68*

8. — *Petition—Trustee Relief Act.*] There is no jurisdiction to give leave to serve out of the jurisdiction a petition for payment of money out of Court under the Trustee Relief Act. *In re STANWAY'S TRUSTS*

[*Kekewich J. [1892] W. N. 11*

— of *Vesting Order.*

See TRUSTEE—APPOINTMENT. 19.

9. — *Writ—Absence beyond seas.*] O. XL does not annul the right of a plff., under 4 Anne, c. 16, to bring his action after the deft.'s return from beyond the seas within the time limited by the Limitation Act, 1623. *MUSURUS BRY v. GADBAN* - - - *Div. Ct. [1894] 1 Q. B. 533;*

[*affirm. by C. A. [1894] 2 Q. B. 352*

10. — *Writ—Appearance—Unconditional appearance—Waiver of irregularity.*] If a deft. appears unconditionally to a writ served out of the jurisdiction he submits to the jurisdiction as to the whole claim, although part of it is outside O. XL, r. 1. On a motion to set aside an order giving leave to serve a writ out of the jurisdiction (part only of the claim being within O. XL, r. 1):—*Held*, that the order should stand; the plff. should only be entitled to relief on so much of his claim as came within the rule. *MANITOBA AND NORTH-WEST LAND CORPORATION*

[*North J. [1893] 3 Ch. 432*

11. — *Writ—Appearance under protest.*] A foreigner resident out of the jurisdiction, on whom notice of a writ served by leave under O. XL, can properly enter an appearance under protest without losing his right to object to the jurisdiction. *FIRTH & SONS v. DE LAS RIVAS*

[*Div. Ct. [1893] 1 Q. B. 768*

12. — *Writ—Application to set aside—Procedure.*] An application by a deft. to discharge an order at chambers made *ex parte* giving leave to serve the writ upon him out of the jurisdiction or to set the service aside, should be made by summons at chambers, and not by motion in Div. Ct. or C. A. *BLACK v. DAWSON*

[*C. A. [1895] 1 Q. B. 848*

13. — *Writ—Concurrent Writ—Irregularity.*] When leave is granted for the issue of a concurrent writ to be served out of the jurisdiction, the copy served should be marked "concurrent." On an application to serve out of the jurisdiction it must be shewn that the deft. within the jurisdiction has previously been duly served. *COLLINS v. NORTH BRITISH AND MERCANTILE INSURANCE CO.* *PRATT v. SAME*

[*Kekewich J. [1894] 3 Ch. 238*

14. — *Writ—Contract affecting land—Assignment of lease—Construction of O. XL, r. 1.*] An action

PRACTICE—SERVICE—Out of the Jurisdiction
—continued.

for breach of a covenant to repair is an action brought to enforce a contract affecting land or hereditaments. Consequently an order for service out of the jurisdiction may be made under O. XL, r. 1 (b). Each of the sub-sections of O. XL, r. 1, is complete in itself, and is to be construed independently of the others. *TASSELL v. HALLEN*
[*Div. Ct. [1892] 1 Q. B. 331*

15. — *Writ—Contract to be performed within the jurisdiction.*] One of the debts engaged the plff. to superintend certain works in Spain on a commission on the outlay. The contract was ratified by the deft.'s partner in Spain. Leave was given to issue a concurrent writ against the Spanish partner on application to set aside this writ and service under it:—*Held*, that on the true construction of the contract, the intention was that the payments in respect of the commission were to be made in England, and therefore the case came within O. XL, r. 1 (e), the contract being one "which, according to the terms thereof, ought to be performed within the jurisdiction." *THOMPSON v. PALMER*

[*C. A. [1893] 2 Q. B. 80*

16. — *Writ—Contract to be performed within the jurisdiction—Foreign company.*] A contract by shipowners to pay lighterage at foreign ports, with a covenant by the consignees for indemnity from such payments, is not a contract to be performed within the jurisdiction within O. XL, r. 1 (e), for which leave to serve writ outside the jurisdiction will be granted. *BELL & CO. v. ANTWERP, LONDON AND BRAZIL LINE*

[*C. A. [1891] 1 Q. B. 103*

17. — *Writ—Contract to be performed within the jurisdiction—Foreign salvage contract.*] A salvage contract was entered into between foreigners in English waters, but no place was specified in the contract for payment of the salvage money. An action was brought in England for breach of contract in not paying the salvage money, and an *ex parte* order was obtained, allowing service of the writ out of the jurisdiction:—*Held*, that the writ must be set aside, there being no obligation on the debts. to pay the money within the jurisdiction, and therefore no breach within O. XL, r. 1 (e). *THE "EIDER"* *C. A. affirm. Jeune Pres. [1893] P. 119*

18. — *Writ—Contract to be performed within the jurisdiction—Place of payment.*] The plff. consigned goods from England to the deft., a German subject carrying on business in Germany. The usual place of payment for similar transactions between the parties was in England. The plff. applied for leave to issue a writ under O. XL, r. 1 (e), for service on the deft. in Germany for the price of goods under the contract:—*Held*, that there was sufficient evidence of breach of a contract to be performed in England. *REIN v. STEIN* - - - *C. A. [1892] 1 Q. B. 753*

19. — *Writ—Foreign firm.*] *Per Div. Ct.*: Rules 1, 3, of O. XLVIII. A, have no application to actions against foreign firms, the members of which are domiciled and resident out of the jurisdiction:—*Held*, also, by C. A. and Div. Ct., that a Glasgow firm, which transacted their business

PRACTICE—SERVICE—Out of the Jurisdiction
—continued.

in London solely through an agent, who had his own offices and who only transmitted orders to his principals, were not carrying on business within the jurisdiction. *GRANT v. ANDERSON & Co.* — — — — — *C. A. affirm. Div. Ct.*

[1892] 1 Q. B. 108

20. — *Writ—Irregularity.* A writ was issued and served on a sole deft., who applied for and obtained leave to serve a third party notice on D., who was out of the jurisdiction, and the plff. obtained leave to add D. as a deft. and to amend the writ. No affidavit was made under O. xi., r. 4, of good cause of action, and the amended writ served on D. was not properly indorsed according to Form No. 5 of Appx. A. to R. S. C., 1883:—*Held*, that these omissions were mere irregularities, and did not entitle D. to have the writ and the service set aside. *DICKSON v. LAW*

[North J. [1895] 3 Ch. 62

21. — *Writ—Naval officer at sea.* An officer in H. M.'s navy is within the jurisdiction so long as he is on board his ship, and O. xi. does not apply. Evidence that officer was in a Queen's ship on the Mediterranean Station, and would ultimately put into Malta:—*Held*, not sufficient to shew in what "place or country the deft. is or probably may be found" within the meaning of O. xi., r. 4, and that leave to serve a writ on him out of the jurisdiction must be refused. *SEA-GROVE v. PARKS* — — — — — *Div. Ct. [1891] 1 Q. B. 551*

22. — *Writ—Necessary or proper party—Alter-natives claim—Action properly brought.* In order to bring a case within O. xi., r. 1 (g) (relating to the power of necessary and proper parties who are outside the jurisdiction), the plff. must have an apparent cause of action against the person served within the jurisdiction, and must not merely have joined such person in order to be able to sue, within the jurisdiction, a person who is out of the jurisdiction. *WITTET v. GALBRAITH*

[C. A. [1893] 1 Q. B. 577;

[revers. Div. Ct. [1895] 1 Q. B. 431

23. — *Writ—"Necessary or proper party"—Salvage action.* The plffs. brought an action against the owners of a British ship for salvage services performed abroad, and claimed to serve notice of the writ on the owners of the cargo who were foreigners residing out of the jurisdiction:—*Held*, that the cargo owners were "proper" parties within O. xi., r. 1 (g), to an action properly brought against persons duly served within the jurisdiction. Service allowed. *THE "ELTON"*

[Jenne J. [1891] P. 265

24. — *Writ—"Necessary or proper party"—Separate relief.* To bring a case within O. xi., r. 1 (g), the relief sought against the deft. outside the jurisdiction must be connected, but need not be identical with that sought against the deft. within the jurisdiction.

O. was the trustee in bankruptcy of A., a beneficiary under the will of a Canadian testator; the property was vested in B., an exor. domiciled in Canada. A. had previous to his bankruptcy mortgaged his interest to persons in England. C. brought an action against the mortgagees to redeem the mortgage and for accounts, and

PRACTICE—SERVICE—Out of the Jurisdiction
—continued.

against B. that as trustee for A. he should pay the sum due to the mortgagees and account for the property to C. Before the writ was served on the mortgagees, C. obtained leave to issue a concurrent writ for service on B. In his affidavit C. did not state that B. was a necessary or proper party to the action, nor that C. believed that he had good cause of action against B. The concurrent writ was marked "concurrent," but not so the copy served on B.:—*Held*, that the service was irregular, and further that B. was not a "necessary or proper party to an action properly brought," for the relief sought against B. was not connected with that sought against the mortgagees. *COLLINS v. NORTH BRITISH MERCANTILE INSURANCE CO. PRATT v. SAME* *Kekewich J.*

[1894] 3 Ch. 226

25. — *Writ—"Necessary or proper party"—Tort—Deft. resident in Ireland.* The plff. sought to serve one deft., an Irish co. out of the jurisdiction, with a writ in an action for malicious prosecution. The other deft., the co.'s manager, had been served within the jurisdiction:—*Held*, (1) that O. xi., r. 1 (g), applied to actions of tort; (2) that the Irish co. were a proper party to the action. *CROFT v. KING*

[Div. Ct. [1893] 1 Q. B. 419

26. — *Writ—"Necessary or proper party"—Tort—Deft. resident in Scotland—"Comparative cost and convenience."* Service out of the jurisdiction on a person out of the jurisdiction who is "a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction," can be had in an action of tort, but the jurisdiction is discretionary. Where an action of deceit was brought against three persons, two of whom were resident in England and one in Scotland:—*Held*, that as under the circumstances comparative cost and convenience were in favour of proceedings in England, service out of the jurisdiction ought to be allowed. Comparative cost and convenience in O. xi., r. 2, means not that of the person sought to be served only, but of the parties generally. *WILLIAMS v. CARTWRIGHT C. A. (Lord Esher M.R.)*

[diss.] [1895] 1 Q. B. 142

27. — *Writ—"Necessary or proper party"—Scotch executrix.* Plff. instituted an action in England against defts. in England, and executrices dative resident in Scotland and acting under a Scotch confirmation of a deceased Scotaman, to obtain a declaration that the deceased was domiciled in Bolivia, and an injunction against dealing with the estate. An order for service was obtained under O. xi., r. 1 (f), on the executrices. On motion to discharge the order:—*Held*, (1) that an injunction against the executrices to restrain them from doing any act within the jurisdiction would fall within O. xi., r. 1 (f); (2) that as the Scotch courts had seisin of the case, and plff. intended to proceed there, the order for service should be discharged. *In re DE PENNY. DE PENNY v. CHARLOTTE Chitty J. [1891] 3 Ch. 63*

28. — *Writ—Property situate within the jurisdiction.* To support service out of the jurisdiction under O. xi., r. 1 (d), the property must be property actually situate within the jurisdiction,

PRACTICE—SERVICE—Out of the Jurisdiction—continued.

and not merely property which ought to be, or if the trusts were duly executed, would be so situate. *Semble*, the service may be held good if property has subsequently come within the jurisdiction. *WINTER v. WINTER* *Stirling J.* [1894] 1 Ch. 421

Personal Service.

[O. IX., r. 2, relates to personal service.]

— of *Affidavits*.

See **PRACTICE—ATTACHMENT.** 2, 3, 4.

— of *Notice of Motion to attach*.

See **PRACTICE—ATTACHMENT.** 12, 13, 14.

Service in envelope.] Handing to a deft. a writ (or if the deft. is out of the jurisdiction, notice of a writ) enclosed in an envelope (whether sealed up or not), the deft. being uninformed as to its contents and ignorant of the commencement of an action, is not good personal service. *BANQUE RUSSE ET FRANÇAISE v. CLARK*

[C. A. [1894] W. N. 203

Substituted Service.

[O. X. relates to substituted service.]

1. — *Motion to commit.*] (A) If personal service of a motion to commit cannot be effected, application must be made *ex parte* for leave to effect substituted service. *In re A SOLICITOR (No. 1)*

[*North J.* [1893] W. N. 23

(B) Notice of motion to commit a deft. must be served upon him personally if practicable, service upon his solicitor being insufficient; and the Court will not make an order for substituted service until it is satisfied that every endeavour has been made to effect personal service. Mere knowledge on the part of the deft. of the plff.'s intention to move to commit does not dispense with the necessity of endeavouring to effect personal service; and the appearance of the deft. upon the motion is not a waiver of any objection on his part on the ground either of want of personal service or of any irregularity. *MANDER v. FALCKE (No. 2)* — — [1891] 3 Ch. 498

2. — *Writ—Default in appearance—Delivery of amended writ.*] An amended writ may be delivered to a deft. who has made default in appearance, by filing it at the Central Office, personal service being unnecessary. *In re HARTLEY. NUTTALL v. WHITAKER (No. 1)*

[*North J.* [1891] 3 Ch. 121

3. — *Writ—Deft. abroad before writ issued.*] Substituted service of an ordinary writ cannot be allowed on a deft. who left England before the issue of the writ and is still out of the jurisdiction, where it does not appear there was any intention to avoid service. *WILDING v. BEAN*

[C. A. [1891] 1 Q. B. 100

PRACTICE—SETTING ASIDE.

— *Appearance.*

See **PRACTICE—SERVICE—Out of the Jurisdiction.** 11, 20, 24.

[O. XII., r. 12, relates to setting aside appearance.]

— *Award.*

[O. LII., r. 2, and O. LXIV., r. 13, relate to setting aside awards.]

See **ARBITRATION—Award.** 6, 7, 8, 9.

PRACTICE—SETTING ASIDE—continued.

Consent order—Mistake.] The Court has jurisdiction to set aside a consent order upon any ground which would invalidate an agreement between the parties.

A consent order which had been completed and acted upon, but without affecting interests of third parties, set aside by the Court upon the ground of common mistake. *HUDDERFIELD BANKING CO. v. H. LISTER & SON, LD.*

[C. A. affirm. *V. Williams J.* [1895] 2 Ch. 273

— *Proceedings not in compliance with R. S. C.*

See **PRACTICE—ATTACHMENT.**

PRACTICE—JOINDER OF CAUSES OF ACTION

PRACTICE—SERVICE—Parties.

— *in action on a contract containing arbitration clause.*

See **ARBITRATION—Staying Action.**

1. — *Bankrupt plaintiff—Discontinuance by trustee—Stay—New action by assignee of bankrupt.*] A plff. became bankrupt and the trustee disclaimed; the action was then stayed. The trustee sold his interest in the cause of action to B., who brought a fresh action:—*Held*, that B.'s action should not be dismissed as frivolous and vexatious. *BEAN v. FLOWER*

[C. A. [1895] W. N. 130 (12)

2. — *Bankrupt plaintiff—Unconditional stay—Removing stay.*] The plff. in an action became bankrupt, and the trustee declining to proceed, the deft. obtained an unconditional order to stay proceedings. Subsequently the plff., on his discharge, purchased the assets from the trustee and then applied to have the stay of proceedings removed:—*Held*, that the action of the trustee barred the plff., and that there was no special circumstance justifying removal of the stay. *SELIG v. LION* *Div. Ct.* [1891] 1 Q. B. 513

— *Company winding-up.*

See **COMPANY—WINDING-UP—STAY OF PROCEEDINGS.**

— *Where no cause of action disclosed.*

See **PRACTICE—FRIVOLOUS AND VEXATIOUS PROCEEDINGS.**

PRACTICE—STAY OF PROCEEDINGS.

PRACTICE—STOP ORDER.

[O. XLVI., rr. 12, 13, relate to stop orders.]

1. — *Fund in Court—Priority—Equitable interest in personality.*] The persons to whom notice of a stop order ought to be sent for priority purposes are those who have the control and custody of the fund.

A fund was in court in an administration action, and under the custody and control of the Court for the purposes of that action. A son of the testor. was entitled to a contingent interest in the fund, and died, bequeathing his interest, then still contingent, to a sister, who assigned it to A. and then to B., who had no notice of the first assignment. B. got a stop order on the fund. A. gave notice of his assignment to the son's legal personal representatives:—*Held*, that the stop order had the same effect as notice to the father's exors. would have had if the fund had not been in court, and that the proper person to receive notice of the assignment was the son's legal personal representative, and that A. had

PRACTICE—STOP ORDER—continued.

priority by virtue of his notice. *STEPHENS v. GREEN. GREEN v. KNIGHT*

[C. A. affirm. *Stirling J.* [1895] 2 Ch. 148

2. — *Fund in Court—Priority—Mortgagor—Settlement.* In ascertaining the effect of a stop order the Court need not merely look at the language of the order, but may have recourse to what appears from any part thereof. Having regard to the practice of the Paymaster-General's office as to treating stop orders as not affecting income except where income is mentioned, care should be taken in drawing up such order to express whether capital or income or both are to be restrained. *M.*, a person entitled to the income only of a fund in court, assigned his interest to the trustees of his marriage settlement. The trustees did not obtain a stop order. *M.* subsequently mortgaged his interest without disclosing the settlement. The mortgagees obtained a stop order expressed as to *M.*'s share generally, with no mention of the income of the fund:—*Held*, that, looking at the deed recited in the stop order, and the mortgages entered therein as read, the stop order must be construed as affecting the income, and giving the mortgagees priority over the trustees of the marriage settlement. *MACK v. POOTLE* - *Stirling J.* [1894] 2 Ch. 449

PRACTICE—THIRD PARTY PROCEDURE.

[O. XVI., rr. 48-55, relate to third party procedure.]

— in Admiralty.

See SHIP—ADMIRALTY PRACTICE—Third Parties.

1. — *Appeal—Co-defendant brought in as third party.* Where a co-deft. is brought in as third party, until an application is made under O. XVI., r. 52, for directions and an order thereon, there is no order which can be appealed against. *BAXTER v. FRANCE* (No. 1)

[C. A. [1895] 1 Q. B. 455

2. — *Directions—Discretion of judge.* The making of an order for directions under O. XVI., r. 52, is discretionary. In an action for recovery of land against *F.* and other purchasers from him, the latter served a third party notice on *F.* Besides a claim for indemnity, there was a claim for money expended in building on the land, and there was a doubtful question whether any claim to indemnity arose under the covenants implied under the Conveyancing Act, 1881:—*Held*, that the judge had rightly exercised his discretion in refusing to make an order for directions. *BAXTER v. FRANCE* (No. 2) - C. A. [1895] 1 Q. B. 591

3. — *"Person not a party to the action"—Premature application.* An application for leave to issue a third party notice under O. XVI., r. 48, before delivery of defence, is premature. Where defts. sought indemnity from the estate of a deceased tenant for life, whose exors. were *M.*, one of the plffs., *N.*, one of the defts., and *R.*, who was not a party to the action, and applied to issue such notice to *M.* and *R.*:—*Held*, that the case was not within the rule, as *M.* was already a party to the action, and the application was to serve only two of the three exors. *In re GILSON. GILSON v. GILSON* - North J. [1894] 2 Ch. 92

4. — *Representative of deceased co-executor.*

PRACTICE—THIRD PARTY PROCEDURE—continued.

In an action for a general account against a surviving exor. and trustee, the representative of a deceased exor., co-exor., or co-trustee can, if the deft. requires and the circumstances of the case render it advisable, be added under O. XVI., rr. 11, 48. *In re HARRISON. SMITH v. ALLEN* (No. 1)

[Chitty J. [1891] 2 Ch. 349, at p. 353

And see SHIP—ADMIRALTY PRACTICE—Third Parties.

PRACTICE—TRANSFER.

[O. XLIX., rr. 1-7, relate to transfers from one division of the High Court to another.]

1. — *Chancery of Lancaster—Motion to make judgment a judgment of High Court—"Transcript."* On an *ex parte* motion to make a judgment of the Chancery of Lancaster a judgment of the High Court when the plff. against whom judgment had been given did not reside and had no goods in the County Palatine:—*Held*, that s. 15 of 13 & 14 Vict. c. 43 must be strictly complied with, and that a "transcript" of the judgment must be produced, and not the original judgment. An order for transfer under s. 15 carries the costs of the motion. *DUKE v. CLARKE* [North J. [1894] W. N. 100

2. — *Transfer from Ch. Div. to Q. B. Div.—Originating summons—Bankruptcy of mortgagor.* A trustee in bankruptcy had been added as co-deft. in a foreclosure action commenced by originating summons. He applied that the action should be transferred to the Q. B. Div. to be tried by the judge in bankruptcy. The only question at issue was the validity of the mortgage, which was alleged to have been obtained by pressure and undue influence:—*Held*, that as the trustee had no higher and better title than the bankrupt the Court would not interfere. *In re CHAMPAGNE. Ex parte KEMP v. Williams J.* [1893] W. N. 153

3. — *Transfer from Q. B. Div. to Ch. Div.—Action.* Form of order to transfer from Q. B. Div. to Ch. Div. two actions on promissory notes and consolidate them with an action in the Ch. Div. for cancellation of the same notes. *JONES v. MERIONETHSHIRE PERMANENT BENEFIT BUILDING SOCIETY*

[C. A. [1892] 1 Ch. 173, at p. 179

4. — *Transfer from Q. B. Div. to Ch. Div.—Scotch registered judgment.* Order for transfer to Ch. Div. proceedings on a Scotch judgment registered in the Q. B. Div. under the Judgments Extension Act, 1868. *In re LOW. BLAND v. LOW* - - - [1891] 1 Ch. 147, at p. 149

— *Winding-up cases.*

See "Table of Rules and Orders Issued," p. ccclix.

PRACTICE—TRIAL.

[O. XXXVI. relates to Trial.]

Non-appearance at Trial, col. 673.

Notice of Trial, col. 673.

Preliminary Question of Law, col. 673.

Rehearing, col. 673.

Right to Jury, col. 674.

Venue, col. 674.

PRACTICE—TRIAL—continued.**Non-appearance at Trial.**

1. — *Default of appearance of defendant—Affidavit of service of notice of trial.* In an action by a mortgagee against mortgagors for accounts and foreclosure, a statement of defence was delivered, on which the plff. joined issue. At the trial the defts. did not appear, and an order for accounts and for foreclosure *nisi* was made:—*Held*, that an affidavit of service of notice of trial was unnecessary. **BAIRD v. EAST RIDING CLUB AND RACECOURSE CO.**

[**Romer J.** [1891] **W. N.** 144

2. — *Default of appearance of defendant—Proof of claim.* Where a deft. does not appear at the trial, the proof of the plff. as to value will be limited to that alleged in the statement of claim. **BARKER v. FURLONG**

[**Romer J.** [1891] **2 Ch.** 172, at p. 179

3. — *Default of appearance of plaintiff.* If when a trial is called on the deft. appears and the plff. does not, and there is no counter-claim, or a counter-claim is withdrawn, the deft. is not entitled under O. xxxvi., r. 32, to have judgment entered for him, but judgment should be entered dismissing the action for default of appearance by the plff. *Semble*, that an appeal lies direct to the C. A. on entry of judgment in default of appearance without first applying under O. xxxvi., r. 33, to the judge who tried the case. **ARMOUR v. BATE** — — — **C. A.** [1891] **2 Q. B.** 233

Notice of Trial.

"*Close of pleadings.*" If a plff. does not deliver a reply he cannot give notice of trial under O. xxxvi., r. 11, until the time for reply, twenty-one days, given by O. xxvii., r. 13, has expired. **ROBINSON v. CALDWELL**

[**Div. Ct.** [1893] **1 Q. B.** 519

Preliminary Question of Law.

Postponement of trial. *Semble*, where an order is made for trial of a preliminary question of law under O. xxv., r. 2, the trial of the remainder of the action will be postponed till the final decision on appeal of the preliminary question. **OWNERS OF CARGO OF "MAORI KING" v. HUGHES**

[**C. A.** [1895] **2 Q. B.** 550, at p. 556

Rehearing.

1. — *Order not passed nor entered—Material evidence.* Judgment refusing rectification of a settlement had been given, but the order had not been drawn up. On motion to have the case reheard on the ground of material facts not having been brought out:—*Held*, that there was jurisdiction to rehear, and as the motion was unopposed gave leave to apply to have the case restored to the paper. **BADEN-POWELL v. WILSON**

[**Kekewich J.** [1894] **W. N.** 146

2. — *Order passed and entered.* When an order has been perfected and expresses the real decision of the Court, the Court has no jurisdiction to alter it. An application was made that certain costs which L. had been ordered to pay should be made costs in the action and for a stay of proceedings on the order on the ground that the order had been obtained by misrepresentation:—*Held*, that this was in effect an application for rehearing, and that the Court had no jurisdiction

PRACTICE—TRIAL—Rehearing—continued.

to entertain it. **PRESTON BANKING CO. v. ALLSUP & SONS** — — — **C. A.** [1895] **1 Ch.** 141
And see **PRACTICE—REVIEW.**

Right to Jury.

[**O. xxxvi.**, rr. 2-9, relate to trial by jury.]

1. — *Action on claim which, prior to Judicature Act, 1873, might have been sued for either in Chancery or at Common Law.* In an action in the Q. B. Div. which, before the Judicature Act, 1873, could have been brought either in Chancery or at common law:—*Held*, (1.) that an application by the defts. for trial by jury was rightly refused, since the action could without any consent of parties have been tried without a jury before the Judicature Act, and the cause ought to be tried by a judge without a jury, unless otherwise ordered, and (2.) that the action being in the Q. B. Div. made no difference. **BARING BROTHERS & CO. v. NORTH WESTERN OF URUGUAY RAILWAY CO.** — **C. A. affirm. Div. Ct.** [1893] **2 Q. B.** 406

2. — *Nuisance action.* In an action in the Ch. Div. for nuisance, North J., before whom the case had twice been on motion for an injunction, made, on the plff.'s application, an order directing the action to be transferred for trial before a judge and jury in the Q. B. Div.:—*Held*, that the C. A. ought not to interfere with the discretion of the judge as to the mode of trial where there is no reason to expect a failure of justice from the mode of trial ordered. **MANGAN v. METROPOLITAN ELECTRIC SUPPLY CO.**

[**C. A. affirm. North J.** [1891] **2 Ch.** 551

3. — *Trespass action.* Action in Ch. Div. for an injunction to restrain trespass on mines and for an account of minerals wrongfully gotten:—*Held*, that the plff. was not entitled as of right to a jury; but that as a view would be essential to justice, trial by special jury should be ordered. **JENKINS v. BUSHBY** — **C. A. revers. Stirling J.**

[1891] **1 Ch.** 494

Venue.

1. — *Local venues, abolition of—Jurisdiction as to title to land abroad.* O. xxxvi., r. 1, abolishing local venues, does not confer any new jurisdiction on the Court, but merely deals with the place of trial of cases over which the Court has jurisdiction independently of the rule. **COMPANHIA DE MOÇAMBIQUE v. BRITISH SOUTH AFRICA CO. DE SOUSA v. BRITISH SOUTH AFRICA CO.** — — — **H. L. (E.)** [1893] **A. C.** 602

[**revers. C. A.** [1892] **2 Q. B.** 358

2. — *Local venues, abolition of—Special Acts.* O. xxxvi., r. 1, of the Rules of 1873, which were scheduled to the Judicature Act, 1873, absolutely abolished all local venues then existing. The fact that the corresponding rule of 1883 (O. xxxvi., r. 1) makes an exception in favour of statutory local venues does not revive the local venues abolished in 1873, as the rule only applies to local venues created by statute since the Judicature Act, 1873:—*Held*, therefore, that the local venue provided by s. 109 of the Hull Docks Act, 1774 (14 Geo. 3, c. lvi.), no longer existed. **BUCKLEY v. HULL DOCKS CO.** — — — **Div. Ct.**

[1893] **2 Q. B.** 83

[See also *Public Authorities Protection Act*, 1893 (56 & 57 Vict. c. 61).]

PRACTICE—VESTING ORDER.

1. — *Deceased mortgagee—Disputed will—Mortgage debt paid.*] A mortgagee of freehold land died, having made a will by which he appointed executors. The validity of the will was disputed, and an action to establish the will had been commenced in the P. Div., but had not yet been tried. The mortgage debt had been paid:—*Held*, that it was, within the meaning of s. 29 (e) of the Trustee Act, 1893, uncertain who was the personal representative of the deceased mortgagee, and that the Court had jurisdiction to make an order vesting the mortgaged land in the mortgagor on being satisfied that the mortgage debt was paid. *In re COOK'S MORTGAGE* - North J. [1895] 1 Ch. 700

2. — *Refusal by trustee to transfer stock for twenty-eight days.*] A petition founded on the refusal for twenty-eight days to transfer stock under s. 35 (ii.) (d) of the Trustee Act, 1893, must not be presented or served before the expiration of the twenty-eight days. On petition for such an order there is jurisdiction to order the recusant trustee to pay the costs. *In re KNOX'S TRUSTS* - Kekewich J. [1895] 1 Ch. 538; [affirm. by C. A. [1895] 2 Ch. 483
And see LUNATIO—Judicial Inquisition and Powers. 10.

TRUSTEE—APPOINTMENT. 15—22.

PRACTICE—WARD OF COURT.

Enforcement of order for custody.] The "Sergeant-at-Arms attending the Court" is the proper officer to execute and enforce all orders for the production or custody of a ward of Court. G— v. L— - Chitty J. [1891] 3 Ch. 126

PRACTICE—WITNESS.

— *Commission to examine witnesses abroad.*

See PRACTICE—REFERENCE—Official Referee. 2; Special Referee. 1.

— *Company in liquidation.*

See COMPANY—WINDING-UP—EXAMINATION OF WITNESSES.

1. — *Conduct money—Judgment debtor—Examination.*] O. XXXVII., r. 9, does not apply to the case of a judgment debtor brought up under O. XLII., r. 32, for examination in chambers as to his property or means of satisfying the judgment. He is only entitled to what, under the circumstances, is a reasonable sum for conduct money, and the Court will not interfere with the master's exercise of his discretion as to what is reasonable. RENDRELL v. GRUNDY - C. A. [1895] 1 Q. B. 16
— *Costs.*

See PRACTICE—COSTS—Taxation. 6, 7.

2. — *Right of plaintiff to call defendant after deft.'s case closed.*] After deft.'s case is closed, the plff. will not be allowed to call the deft. as witness, unless there has been some representation by the other side that the deft. would be examined in support of his own case. BARKER v. FURLONG - Romer J. [1891] 2 Ch. 172

3. — *Witness called by judge—Right to cross-examine.*] When a witness is called by the judge neither party has a right to cross-examine without leave of the judge. If the evidence is adverse to either party, leave should be given to cross-examine with reference to his answers, but a

PRACTICE—WITNESS—continued.

general fishing cross-examination should not be allowed. COULSON v. DISBOROUGH

[C. A. [1894] 2 Q. B. 316

And see PRACTICE—EVIDENCE, *passim*.

PRACTICE—WRIT OF SUMMONS.

Description of Parties, col. 676.

Indorsement, col. 676.

Partnership Firm, col. 677.

Renewal, col. 677.

Writ Specially Indorsed, col. 677.

Amendment.

— *Amendment after judgment—Salvage action.*

See PRACTICE—PARTIES—Misjoinder. 7.

Description of Parties.

[O. XVI. relates to parties.]

1. — *Female parties.*] A female party should be described in the writ of summons as a spinster, married woman, or widow. TOFIELD v. ROBERTS [Bomer J. [1894] W. N. 74

2. — *Foreigner resident abroad trading under another name in England.*] A foreigner resident abroad but carrying on business in England by a style or firm other than his own name cannot be sued under that style or firm under O. XLVIII., r. 11. ST. GOBAIN, CHATNEY AND CIREY CO. v. HOYERMANN'S AGENCY - C. A. [1893] 2 Q. B. 96

3. — *Plaintiffs suing on behalf of a class.*] Plaintiffs suing on behalf of a class should specify the class as accurately as possible.

Where a debenture-holder sued on behalf of himself and all other debenture-holders in a co. which had been dissolved and re-incorporated by a special Act under the name of the deft. co., and the plff. was described as suing "on behalf of himself and other the holders of the debentures of the deft. co. and its predecessors in title":—*Held*, that the description was too vague and required amendment. MARSHALL v. SOUTH STAFFORDSHIRE TRAMWAYS CO.
[Kekewich J. [1895] 2 Ch. 36

Indorsement.

[O. III. relates to indorsements on writs of summons.]

1. — *"Altering, modifying, or extending"*—O. XX., r. 4.] In a partnership action the plff. indorsed the writ for accounts only, but in the statement of claim alleged misrepresentation and claimed a return of the premium paid by him:—*Held*, that this statement of claim was not an "alteration, modification, or extension" of the claim on the writ within O. XX., r. 4, and the statement of claim must be struck out. CAVE v. CAREW - Kekewich J. [1893] W. N. 42

2. — *Writ indorsed for liquidated demand—Reduction of amount by payment.*] Where a writ is indorsed for a liquidated demand which, after issue, is reduced by payment, judgment on default of appearance under O. XIII., r. 3, ought to be entered only for the amount actually due at the time of entry, and if it be entered for a larger amount, the deft. has a right to have it set aside. HUGHES v. JUSTIN - C. A. [1894] 1 Q. B. 667

PRACTICE—WRIT OF SUMMONS—continued.**Partnership Firm.**

[O. XLVIII. *A relates to suing persons who trade in a name or style other than their own name.*]

— *Firm name.*

See PRACTICE—SERVICE—On Firms.

Foreign partnership. Under O. XLVIII. A, r. 1, a writ may be issued against any partnership firm carrying on business within the jurisdiction, whether English or foreign. *WORCESTER CITY AND COUNTY BANKING CO. v. FIRBANK, PAULING & CO.* — C. A. [1894] 1 Q. B. 784

Renewal.

[O. VIII., r. 1, *relates to renewal of writs of summons.*]

Extension of time. The rule of practice is not to extend the time under O. LXIV., r. 7, for renewing a writ of summons after the expiration of the twelve months from the date of writ, where the plaintiff's claim would in the absence of such renewal be barred by the Statute of Limitations. *Per Kay L.J. Semble*, that there might be a discretion under exceptional circumstances. *HEWETT v. BARR* — C. A. [1891] 1 Q. B. 98

Service.

See PRACTICE—SERVICE, passim.

Writ Specially Indorsed.

[O. III., r. 6, and O. XIV., *relate to special indorsement of writs of summons and proceedings upon writs so indorsed.*]

1. — *Action for recovery of land—Forfeiture.* A landlord, in pursuance of a condition in a lease, gave his tenant notice to quit for non-payment of rent, and brought an action to recover the premises:—*Held*, that the action being in fact based on a forfeiture, did not come within O. III., r. 6 (f.), and that the writ could not be specially indorsed. *ARDEN v. BOYCE*

[C. A. [1894] 1 Q. B. 796]

2. — *Affidavit verifying cause of action—Cheque—Notice of dishonour.* On an application under O. XIV., r. 1, to enter final judgment on a writ specially indorsed with a claim for the amount of a dishonoured cheque, the affidavit verifying the cause of action need not contain an allegation that notice of dishonour has been given to the drawer. *MAY v. CHIDLEY*

[Div. Ct. [1894] 1 Q. B. 451]

3. — *Amendment—Striking out claim for interest.* Where after appearance but before summons for judgment the indorsement was amended by striking out a claim for interest:—*Held*, that the writ had become "specially indorsed" under O. III., r. 6, and that O. XIV., r. 1, applied. *PAXTON v. BAIRD*

[Div. Ct. [1893] 1 Q. B. 139]

4. — *Application for judgment under O. XIV.—Amendment after taking out summons.* In order to entitle a plaintiff to enter final judgment under O. XIV., r. 1, the writ of summons must be a good specially indorsed writ under O. III., r. 6, at the time when the summons under O. XIV. is taken out.

If, therefore, the indorsement be amended after the issue of a summons under O. XIV. by

PRACTICE—WRIT OF SUMMONS—Writ Specially Indorsed—continued.

striking out an unliquidated demand, there is no jurisdiction to make an order giving the plaintiff leave to enter final judgment. *GURNEY v. SMALL*

[Div. Ct. [1891] 2 Q. B. 584]

[*But see now O. XIV., r. 1 (b).*] *R. S. C. Nov. 1893, r. 3 (1) (b).*

5. — *Application for judgment under O. XIV., r. 1—Amendment after taking out summons.* Where the special indorsement of the writ in an action on a cheque did not allege that due notice of dishonour had been given, but the indorsement was amended without leave after taking out a summons for judgment and before the making of the order for judgment:—*Held*, that the amendment was rightly made, and that there was power to make the order. *ROBERTS v. PLANT*

[C. A. affirm. Div. Ct. [1895] 1 Q. B. 597]

6. — *Ascertaining of condition precedent.* An agreement was made to pay money on condition that certain bills were delivered up:—*Held*, that an indorsement for the sum agreed was a good special indorsement, under O. III., r. 6, although it contained no averment that the bills had been delivered up as agreed. *BRADLEY v. CHAMBERLYN* — Div. Ct. [1893] 1 Q. B. 439

7. — *Ejectment—Defence.* Where the plaintiff in ejectment claimed that the debt was estopped by payment of rent from denying his title and the defendant alleged receipt of rent by plaintiff as collector, *held*, that defendant was entitled to defend on the merits in the ordinary course, and that the plaintiff was not entitled to judgment under O. XIV. *JAMES v. STONE* — J. C. [1894] A. C. 123

[*This case was decided on O. XIV. of R. S. C. of Western Australia which is identical with R. S. C., O. XIV.*]

8. — *Liquidated demand—Action for arrears of interest on mortgage—Receiver.* A receiver was appointed in a foreclosure action with authority to retain arrears of interest and current interest out of the rents. The rents were insufficient to pay the current interest. The receiver commenced an action for the interest and indorsed his writ with a definite sum, being two years' arrears of interest less the amount of rents received:—*Held*, that this was not a liquidated sum for which a writ could be specially indorsed, since the receiver was in receipt of the rents. *EARL POULETT v. VISCOUNT HILL*

[C. A. [1893] 1 Ch. 277]

9. — *Liquidated demand—Action for mortgage debt and interest—Receiver.* Where a mortgagee appointed a receiver, who received rents, and afterwards the mortgagee brought an action specially indorsing the writ with a claim for the mortgage debt and interest, and applied for judgment under O. XIV.:—*Held*, that the mere fact of a receiver having been appointed did not prevent the application of O. XIV., but, as there appeared to be a question as to what on the true state of the account as between the mortgagor and mortgagee was due to the latter, leave to defend must be granted. *LYNDE v. WATTHMAN*

[C. A. [1895] 2 Q. B. 180]

10. — *Liquidated demand—Action for purchase-money.* An agreement for sale of leaseholds

PRACTICE — WRIT OF SUMMONS — Writ Specially Indorsed—continued.

was not completed by the purchaser. The vendor sued for the balance of purchase-money on the grounds that he had shewn, or was ready to shew, a good title, and was willing to convey:—*Held*, that, as there was no averment that the purchaser had accepted the title, the writ could not be specially indorsed under O. III., r. 6, the claim being one for unliquidated damages only. *LEADER v. TOD-HEATLY*

[*Stirling J.* [1891] W. N. 38]

11. — *Liquidated demand—Common money bond.* A writ in an action upon a common money bond within 4 & 5 Anne, c. 16, s. 12, can be specially indorsed under O. III., r. 6, and the plff. can proceed under O. XIV. for the purpose of obtaining final judgment. *GERRARD v. CLOWES*

[*Div. Ct.* [1892] 2 Q. B. 11]

12. — *Liquidated demand—Bill of exchange—Expense of noting.* In an action on a dishonoured bill of exchange the writ may be specially indorsed under O. III., r. 6, with the expenses of noting which are liquidated damages under s. 57 of the Bills of Exchange Act, 1887, and judgment can be entered under O. XIV. on a writ so indorsed. *LAWRENCE & SONS v. WILCOCKS*

[*C. A.* [1892] 1 Q. B. 696]

13. — *Liquidated demand—Bill of exchange—Expense of noting—Bank charges.* In an action on a bill of exchange the writ was indorsed for the amount of the bill, and a further sum described as "bank charges." The deft. failed to appear, and judgment was entered under O. XIII., r. 3:—*Held*, that this was a liquidated demand within O. XIII., r. 3; expenses of noting; here sufficiently described as "bank charges," being liquidated damages by s. 57 of the Bills of Exchange Act, 1882. *DANDO v. BODEN*

[*Div. Ct.* [1893] 1 Q. B. 318]

14. — *Liquidated demand—Interest.* A plff., in addition to his claim, indorsed his writ with a claim for interest from the date of the writ until payment or judgment, and a sum for costs:—*Held*, that this was not a special indorsement under O. III., r. 6, for which judgment could be entered under O. XIV., r. 1. *WILKS v. WOOD*

[*C. A.* [1892] 1 Q. B. 684]

[*But see now O. XIV., r. 1 (b).* *R. S. C. Nov.* 1893, r. 3 (1) (b).]

15. — *Liquidated demand—Interest.* Where a writ was indorsed, under O. III., r. 6, for a sum of money and for interest thereon from the date of the writ till payment or judgment, and it did not appear that the interest was claimed by statute or under any contract between the parties:—*Held*, that the claim for interest must be treated as a part of what purported to be the special indorsement, and that the writ was not "specially indorsed" so as to enable the plff. to obtain final judgment under O. XIV., r. 1.

(A) *RYLEY v. MASTERS, SHEBA GOLD MINING Co. v. TRUBSHAW* - *Div. Ct.* [1892] 1 Q. B. 674

(B) *GOLD ORES REDUCTION Co. v. PARR*

[*Div. Ct.* [1892] 2 Q. B. 14]

[*But see now O. XIV., r. 1 (b).* *R. S. C. Nov.* 1893, r. 3 (1) (b).]

PRACTICE — WRIT OF SUMMONS — Writ Specially Indorsed—continued.

16. — *Liquidated demand—Interest—Affidavit.* Where the writ does not shew that the interest claimed was payable under an agreement or that it is fixed by statute, the defect cannot be cured by an affidavit proving an agreement to pay interest. *GOLD ORES REDUCTION Co. v. PARR*

[*Div. Ct.* [1892] 2 Q. B. 14]

17. — *Liquidated demand—Interest—Bill of exchange.* In an action on a dishonoured bill of exchange or promissory note, the writ may, under s. 57 of the Bills of Exchange Act, 1882, be specially indorsed under O. III., r. 6, with a claim for interest until payment or judgment, interest under that s. being deemed to be liquidated damages; and judgment under O. XIV. may be signed on a writ so indorsed.

(A) *LONDON AND UNIVERSAL BANK v. EARL OF CLANCARTY* - *Div. Ct.* [1892] 1 Q. B. 689

(B) *LAWRENCE & SONS v. WILCOCKS*

[*C. A.* [1892] 1 Q. B. 696]

18. — *Married woman—Payment out.* In an action on a covenant against a married woman, on an application under O. XIV., the deft., a married woman, obtained leave to defend on paying a sum of money into Court. Judgment was given for the plff., with an order that the money should remain in Court pending an inquiry whether the deft. had separate estate available in execution. On an application for payment out the deft. pleaded she had no property available for execution:—*Held*, that the money was paid into Court to abide the event, and the Court could not then hear argument, after the event had gone against the party who paid it in, that the money ought not to be paid out to the successful party. *BIRD v. BARTOW* - *C. A.* [1892] 1 Q. B. 94

19. — *Omission in copy served on defendants—Amendment—Marking of copy delivered to defendants.* In an action for the recovery of land against tenants whose term had expired, the writ was specially indorsed with a statement of the date of the lease, the length of the term, and the mode of devolution of the lessee's interest on the defts.; but in the copy served on the defts. the length of the term was omitted:—*Held*, that the copy gave the defts. sufficient information to satisfy O. III., r. 6 (f):—*Held*, further, that the directions of O. XXVIII., r. 9, as to marking an amended indorsement or pleading with the dates of the order for amendment and of the amendment, do not extend to the copy delivered to the opposite party. *HANMER v. CLIFTON* - *Div. Ct.* [1894] 1 Q. B. 238

"PRACTICE AND PROCEDURE."

See PRACTICE—APPEAL—Appeals to Court of Appeal. 31, 32.

"PRAYERS."

See SHERIFF.

PRAYERS FOR THE DEAD.

See ECCLESIASTICAL LAW—Faculty. 11.

PREGATORY TRUST.

See WILL—ABSOLUTE GIFT. 10.

PRE-EMPTION.

See CANADA—Provincial Law—British Columbia.

LAND — Acquisition under Lands Clauses Act. 14.

PREFERENCE.

— Undue preference of creditors.

See BANKRUPTCY—DISCHARGE. 5.

BANKRUPTCY — FRAUDULENT PREFERENCE.

— Undue preference as to tolls.

See RAILWAY AND CANAL COMMISSION. 10, 11, 12.

PREFERENCE SHAREHOLDERS.

— in Building society.

See BUILDING SOCIETY—Winding-up. 3 (B)

— in Company.

See COMPANY—REDUCTION OF CAPITAL. 15.

COMPANY—WINDING-UP—ASSETS. 4.

— in Railway.

See RAILWAY—SCHEME OF ARRANGEMENT. 2.

PREFERENTIAL PAYMENTS.

— Bankruptcy.

See BANKRUPTCY—PREFERENTIAL PAYMENTS.

— Company winding-up.

See COMPANY—WINDING-UP—PREFERENTIAL PAYMENTS.

PRELIMINARY QUESTION.

— Trial of.

See PRACTICE — TRIAL — Preliminary Question of Law.

PREMATURE APPLICATION.

See PRACTICE—THIRD PARTY PROCEDURE. 3.

PREMIUM.

— Apprenticeship.

See INFANT—Contract. 7.

— on Life policy.

See TENANT FOR LIFE—Apportionment, &c. 12.

— Return of.

See PARTNERSHIP—Contract. 4.

PREROGATIVE.

See CROWN (PREROGATIVE OF.) 1.

PRESCRIPTION.

— Easement.

See AIR. 2; LIGHT. 9, 10.

— Fishing in non-tidal water.

See FISHERY — Salmon and Fresh Water. 2.

Possession—Defect in title. On a claim to hold land by prescription and immemorial possession:—*Held*, that where the true root of title is disclosed, the law of prescription does not apply. *LABRADOR CO. v. THE QUEEN*

[J. C. [1893] A. C. 104]

— Right to *pevs*.

See ECCLESIASTICAL LAW—*Pews*.

— Soil of highway.

See LIMITATIONS, STATUTES OF. 21.

"PRESENT RIGHT TO RECEIVE."

See LIMITATIONS, STATUTE OF.

PRESENTATION.

— To living by Roman Catholic.

See ECCLESIASTICAL LAW—*Advowson*. 1.

PRESUMPTION.

— of Boundaries of land—Hedge and ditch.

See BOUNDARY.

— of Death.

See PROBATE—GRANT OF ADMINISTRATION—*Ab Intestato*. 9.

— of Ownership of soil of highway.

See LIMITATIONS, STATUTES OF. 21.

— of Survivorship between husband and wife.

See PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 7.

PRIMOGENITURA.

See MALTA—Law of Malta.

PRINCIPAL AND AGENT.

Authority of Agent, col. 682.

Liability of Agent, col. 682.

Liability of Principal, col. 684.

Rights of Principal, col. 685.

Authority of Agent.

1. — *Borrowing—Pledging title-deeds—Excess of authority.* Where a principal entrusts an agent with securities and instructs him to raise a certain sum upon them, and the agent borrows a larger sum upon the securities and fraudulently appropriates the difference (the lender acting *bonâ fide* and in ignorance of the limitation) the principal cannot redeem the securities without paying the lender all he has lent, although the agent has obtained the loan by fraud and forgery, and although the lender did not know that the agent had authority to borrow at all and made no inquiry. *BROCKLESBY v. TEMPERANCE PERMANENT BUILDING SOCIETY*

[C. A. affirm. *Wright J.* [1893] 3 Ch. 130; [affirm. by H. L. (E.) [1895] A. C. 173]

2. — *Borrowing—Signing bills "per pro."*

An agent who is authorized by his power of attorney to buy and sell goods, charter vessels, and employ servants, and do things necessary "for all or any of the purposes aforesaid," cannot borrow money on behalf of his principal, or bind him by a contract of loan, such acts not being necessary for the declared purposes of his power. The taker of a bill has satisfied himself by proper inquiry that an agent has authority to accept or indorse bills of exchange "*per pro.*" The abuse of the authority does not affect the taker of the bill if he is a *bonâ fide* holder for value. *BRYANT, POWIS AND BRYANT, LD. v. BANQUE DU PEUPLE. THE SAME v. QUEBEC BANK*

[J. C. [1893] A. C. 170]

— Under Code of Civil Procedure of Quebec.

See CANADA—Provincial Law—Law of Quebec. 8.

Liability of Agent.

— Duty to *sue*.

See INSURANCE, MARINE. 20.

1. — (A) *Inaccuracy—Causing damage to third party.* Mortgagees lent money by instal-

PRINCIPAL AND AGENT—Liability of Agent—continued.

ments to a builder on the faith of certificates negligently granted by the deft., who was a surveyor appointed, not by the mortgagees, but by the builder's vendor. The certificates were inaccurate and misleading, by the negligence of the surveyor, and the mortgagees thereby suffered loss for which they claimed compensation from the deft.:—*Held*, that as there was no contractual relation between the surveyor and the mortgagees, the deft. owed no duty to them to exercise care in his certificate, and the action could not be maintained. *LE LIEVRE v. GOULD*

[C. A. affirm. Div. Ct. [1893] 1 Q. B. 491

(B) A valuer is not liable for a valuation for a mortgage, &c., made without reasonable skill and care (but not fraudulently) unless there is a contract between him and the person who has made an advance on the faith of the representation. Damages assessed at the whole loss sustained through the deficiency of the security. Cases in which a person may be liable for representations made without fraud considered by *Romer J. SCHOLES v. BROOK* - *Romer J.*

[1891] W. N. 16; affirm. by C. A.

[1891] W. N. 101

2. — *Paying money to principal without notice of duress.* An agent who pays to his principal's account a cheque given under protest if he has no notice of the duress under which the cheque was handed over, is not personally liable to the drawer of the cheque.

A trading co. executed a trust deed to secure debentures. Under certain circumstances the trustees had power to appoint a receiver as if they were mortgagees within the Conveyancing Act, 1881. Such a receiver was empowered to enter into possession, carry on the business, appoint managers, &c., and was to be deemed the agent of the co., and to be in the same position as a receiver duly appointed by a mortgagee under the Act:—*Held*, that a receiver so appointed and carrying on the co.'s business was a mere agent, without personal responsibility. The deft. was so appointed. The manager without the deft.'s knowledge compelled the plffs. under "duress of goods" to pay a sum for work done by the co. which the plffs. alleged to be extortionate. The money was handed the deft., who paid it into the bank without notice of the duress:—*Held*, that the payment into the bank was a payment by the deft. as agent for the co., and, as it was paid without notice of the duress, he was not personally liable to the plffs. *OWEN & Co v. CRONE* C. A. affirm. *Charles J.* [1895] 1 Q. B. 265

— *Receiver and manager.*

See RECEIVER AND MANAGER.

3. — *Sale of real estate.* On the sale of freehold by auction the deft., a solicitor, acting as agent of the vendor, received the deposit in respect of one lot knocked down to the plff. The vendor did not shew a title and rescinded the agreement; the plff. sought to recover the deposit from the deft.:—*Held*, that the deft., being in no way liable to the plff., was only an agent of the vendor, and not, as the auctioneer would have been, an agent for both parties. *ELLIS v. GOULTON* - C. A. [1893] 1 Q. B. 350

PRINCIPAL AND AGENT—Liability of Agent—continued.

4. — *Sole agency for sale of goods.* Circumstances under which an action was held not maintainable against a rival agent. *HERSCHLER v. HERTZ* - *Stirling J.* [1895] W. N. 108

5. — *Taking cheque instead of cash.* The plff. granted a lease to C. with proviso that C. should not assign without written consent of the plff. C. contracted to assign to A. The plff. signed a licence to assign and handed it to the deft., a house-agent, with instructions not to part with it till a quarter's rent which was in arrears was paid. C. drew a cheque to deft.'s order for the quarter's rent and deft.'s charges and then received from deft. the licence. C.'s cheque was dishonoured:—*Held*, that the agent had no authority to accept a cheque in lieu of cash, that he had exceeded his authority in parting with the licence without receiving the arrears in cash, and that he was responsible to his principal for the quarter's rent. *PAPE v. WESTACOTT*

[C. A. affirm. Div. Ct. [1894] 1 Q. B. 272

Liability of Principal.

— *Agent a company.*

See COMPANY — WINDING-UP — INDEMNITY.

1. — *Cheque signed by procurator—Unauthorized borrowing—Money applied for benefit of principal.* A., the defts.' manager, had power to draw on defts.' account for the purposes of the business, but not to overdraw or to borrow money on defts.' account. He borrowed money from B., stating he wanted it to pay the wages of defts.' men, and gave B. a cheque signed by him by procurator for defts. A. had overdrawn the defts.' account, and wanted the money to replace what he had abstracted. He paid B.'s money into defts.' account and used it to pay defts.' men:—*Held*, (1) that as by s. 25 of the Bills of Exchange Act, 1882, B. had notice of A.'s limited authority, and as defts. could only be bound if A. acted within his authority, an action on the cheque must fail; (2) that as the money had found its way into defts.' hands and had been used for defts.' benefit, it was money received for the use of defts., and although defts. did not know A. had borrowed it, B. was entitled to recover. *REID v. RIGBY & Co.* - *Div. Ct.*

[1894] 3 Q. B. 40

2. — *Knowledge of agent.* An illiterate person, blind of one eye, signed, at the request of an agent of an insurance company, an application for a policy on a form which stated he had no physical infirmity. The policy agreed to pay £250 for, *inter alia*, the loss of one eye and £500 for total blindness. The insured lost his remaining eye by an accident:—*Held*, (1) that the knowledge of the agent that the insured had lost one eye affected the company; (2) that the policy was good, and the insured could recover as for total blindness. *BAWDEN v. LONDON, EDINBURGH AND GLASGOW LIFE INSURANCE CO.*

[C. A. [1892] 2 Q. B. 534

— *Knowledge of agent how far knowledge of principal.*

See PRACTICE—DISCOVERY—INTERROGATORIES. 2.

PRINCIPAL AND AGENT—Liability of Principal—continued.**— Mercantile agent.***See* **FACTOR—Hire Agreement.****3. — Undisclosed principal, liability of.]**

Where a principal allows an agent to act as if he were principal, the real principal will be liable for the acts of the agent if done within the reasonable scope of an agent's authority in the particular business, notwithstanding any limitations which the real principal may have put on his agent's authority. *WATTEAU v. FENWICK*

[Div. Ct. [1893] 1 Q. B. 346

4. — Undisclosed principal—Employment of sub-agent by agent.] If a principal allows his agent to appear in the character of principal, he must take the consequences. Where a principal employs an agent to make a contract and the agent employs a second agent to make the contract, if the first agent is a person who might reasonably be supposed to be acting as a principal the first principal cannot, if the second agent had no notice that the first agent was not a principal, make a demand on the second agent without the latter being entitled to stand in the same position as if the first agent had really been the principal in the transaction. *MONTAGT v. FORWOOD*

[C. A. revers. *Cave J.* [1893] 2 Q. B. 350

5. — Undisclosed principal—Invoice sent by principal to buyer.] L. sold goods to M. to be shipped at C., and to be in fair merchantable condition. L. was to draw bills for the price less freight, and M. was to accept the same. The contract was stated to be "by order and on account of L." L. was acting as agent for H., who was the seller of the goods: but this was unknown to M. H. wrote to M. inclosing invoice of the goods and acknowledging that he had drawn on M. for the price. M. returned the invoice and accepted the bill which was paid at maturity. The goods were delivered to M. who claimed damages from H., alleging that the goods were not in fair merchantable condition:—*Held*, that the sending of the invoice to M., the retaining of it, the acceptance and payment of the bill, constituted a contract between H. and M., and that H. having had the benefit of it could not repudiate, and that, therefore, M. was entitled to maintain the action. *MALCOLM, FLINN & Co. v. HOYLE*

C. A. revers. Cave J.
[1893] W. N. 187

Rights of Principal.

1. — Bribing agent—Agreement with agent—Release.] The right of a principal to proceed against a person who has bribed his agent to defraud him, is not affected by an agreement with the agent, by which the agent may benefit, provided he aid the principal to recover from the briber. The rights of action against the agent and the briber are distinct, and only a clear release of the agent will relieve the other tortfeasor. *SALFORD CORPORATION v. LEVER*

[C. A. [1891] 1 Q. B. 168

— Discovery—Action brought in name of agent.

See **PRACTICE—DISCOVERY—Interrogatories.** 5.

2. — Purchase of property—Parol agency—Statute of Frauds.] Where an agent, appointed

PRINCIPAL AND AGENT—Rights of Principal—continued.

by parol to purchase, purchased in his own name, with his own money, and took a conveyance to himself and denied the agency:—*Held*, that s. 7 of the Statute of Frauds was a good defence. *JAMES v. SMITH* *Kekewich J.* [1891] 1 Ch. 384

The C. A., without dealing with the application of the Statute of Frauds *held* that the plff. had not established the fact of agency

[C. A. [1891] W. N. 175

PRINCIPAL AND BROKER.

See **GAMING—Validity of Gaming Transactions.**

STOCK EXCHANGE.

PRINCIPAL AND SURETY.

Contribution, col. 686.

Discharge, col. 688.

Contribution.

1. — Bankrupt co-surety.] Under s. 37 of the Bankruptcy Act, 1883, the liability of a bankrupt co-surety to contribution, though unascertained at the time of the bankruptcy proceedings, is a debt provable in the bankruptcy. *WOLMER-SHAUSEN v. GULLICK* *Wright J.* [1893] 2 Ch. 514

2. — Counter security.] The principal creditor is not entitled to the benefit of all counter bonds or collateral securities given by the principal debtor to the surety. Testator guaranteed the current account of S. & Co. with the plffs., who were bankers, and S. & Co. gave a counter security to the testor. S. & Co. failed, and the plffs. claimed the exclusive right to the proceeds of the counter security:—*Held*, that the claim could not be sustained. *In re WALKER. SHEFFIELD BANKING Co. v. CLAYTON*

[*Stirling J.* [1892] 1 Ch. 621

3. — Death of co-surety—Fresh bond.] F. with E. B. and H. his securities gave a bond to a society to secure an advance. It was provided (*inter alia*) that if either surety should die, and F. did not procure a new surety within a month to enter into a new bond to like effect, the advance should become immediately payable. E. died, and a fresh bond was executed by F., B. and H., with the additional proviso that E.'s estate should not be exonerated. F. became bankrupt, and B. and H. repaid the advance. Bacon, V.C., *held* that B. & H. were creditors of E.'s estate for one moiety of the sums paid by them. No order was drawn up. In 1893 the chief clerk certified B. and H. to be creditors as decided by Bacon V.C. E.'s exor. took out a summons to vary the certificate:—*Held*, that E.'s estate was liable, but only for one-third of the sums paid by H. & B. *In re ENNIS. COLES v. PEYTON* *C. A.* [1893] 3 Ch. 238

4. — Deed of arrangement—Proof—Co-surety.] Three persons were liable as co-sureties. One of them executed a deed of arrangement, the other two paid off the principal creditor and took an assignment of the debt:—*Held*, that they were entitled to prove for the whole amount of the debt, but on the footing that they should not actually receive more than one-third thereof; but *quære*, *per Davey L.J.*, whether the result would

PRINCIPAL AND SURETY — Contribution — continued.

be the same as if they had claimed by way of contribution and not as assignees of the creditor. *In re PARKER. MORGAN v. HILL. C. A. affirm.* [Kekewich J. [1894] 3 Ch. 400

— *Guarantee or indemnity.*

See FRAUDS, STATUTE OF. 3, 4.

— *Scottish Law.*

See SCOTTISH LAW—Guaranty.

— *Liability of Surety for Receiver.*

See PRACTICE—RECEIVER—Security. 2.

5. — *Limitations, Statute of.* The statute does not begin to run against a surety suing a co-surety for contribution until the liability of the surety is ascertained, i.e., until the claim of the principal creditor has been established against him; although at the time of the action for contribution the statute may have run as between the principal creditor and the co-surety. *WOLMERSHAUSEN v. GULLICK* - Wright J. [1893] 2 Ch. 514

6. — *Limitations, Statute of—Collateral debt—Promise to pay on demand.* If a surety promises to pay a debt for the principal debtor on demand, a demand is necessary before action can be brought, and the Statute of Limitations will begin to run only from such demand. *In re BROWN'S ESTATE. BROWN v. BROWN* - Chitty J. [1893] 2 Ch. 300

— *Material alteration in contract.*

See Discharge. 6, below.

7. — *Parol agreement to share commission and losses in respect of Stock Exchange transactions.* S. entered into a verbal agreement with G. that G. should introduce customers to S., who was a member of the Stock Exchange, that S. should pay to G. half the commission received from such customers, and that G. should pay to S. half of any loss incurred through such customers:—*Held*, (1.) that the contract did not constitute a partnership between S. and G., but that it was not a contract to answer for the debt of another within s. 4 of the Statute of Frauds; (2.) that it was a contract which regulated the terms of G.'s employment, and gave him an interest in the transactions which were carried out for the mutual benefit of S. and G., and that S. was entitled to recover half the losses from G. *SUTTON & Co. v. GREY* [C. A. [1894] 1 Q. B. 255

8. — *Recognisance—Rents and profits—Extent of liability.* A surety under a receiver's recognisance is liable (to the extent of the amount of the penalty) for all sums of money which the receiver himself was properly liable to pay into Court or account for. *In re GRAHAM. GRAHAM v. NOKES* [Chitty J. [1895] 1 Ch. 68

9. — *Right to contribution after judgment and before payment.* A surety against whom judgment has been obtained by the principal creditor for the full amount of the guarantee, but who has paid nothing in respect thereof, can maintain an action against a co-surety to compel him to contribute towards the common liability; and for this purpose the allowance of a claim by the principal creditor against the estate of a deceased surety is equivalent to a judgment; and where the principal creditor is a party to the action,

PRINCIPAL AND SURETY — Contribution — continued.

the surety may obtain an order upon the co-surety to pay his proportion to the principal creditor. Where the principal creditor is not a party, the surety may obtain a prospective order directing the co-surety, upon payment by the surety of his own share, to indemnify him against further liability. *WOLMERSHAUSEN v. GULLICK* [Wright J. [1893] 2 Ch. 514

Discharge.

1. — *Cheque given for liability—Unsatisfied judgment on cheque—Liability of joint guarantor—Res judicata.* An unsatisfied judgment against one co-surety for a cheque given by him alone for the debt is not a bar to an action against the other co-surety on the original contract of guarantee. *WEGG-PROSSER v. EVANS* [Wills J. [1894] 2 Q. B. 101; [affirm. by C. A. [1895] 1 Q. B. 108

— *Deposit with bank—Insurance.*

See INSURANCE—SECURITIES.

— *Effect of guarantee on proof in bankruptcy.*

See BANKRUPTCY—PROOF. 4.

2. — *Express power to give notice determining liability of guarantor.* A joint and several continuing guaranty bond provided that the obligors, or their respective "representatives," might determine their or his liability by a month's notice in writing to the obligees. One of the obligors having died, his exor., who was unaware of the bond, gave the obligees notice only of his death:—*Held*, that "representatives" included exors., and that the estate of the deceased obligor was liable for indebtedness incurred after his death. *In re SILVESTER. MIDLAND RAILWAY Co. v. SILVESTER* - Romer J. [1895] 1 Ch. 573

3. — *Giving time to new firm—Liability of retired partner.* If of two principal debtors one is notified to the creditor as a surety, from that time that debtor has all the rights of a surety against the creditor, and the creditor must not give time to the other principal debtor, or prejudice the surety's interests. Therefore, where a bank allowed a firm to overdraw, and A. retired from the firm in 1884, and the overdraft was carried to the debit of the new firm, and the bank in 1889 passed a resolution continuing the overdraft for a limited time, and in 1890 agreed with the new firm and a surety, B., for guaranteeing payment to the bank of any balance on the overdraft exceeding a certain sum:—*Held*, that there was no agreement to give time to the new firm, or to alter the relation between the parties, and that the retired partner was not released; but *quære* whether a proviso in the deed of dissolution of 1884 which gave time to make arrangements with creditors prevented A. from being discharged. *ROUSE v. BRADFORD BANKING Co.* [affirm. C. A. *revers. Kekewich J. [1894] 3 Ch. 33; H. L. (E.) [1894] A. C. 686*

4. — *Giving time to principal.* (A) The debt covenanted as surety for the repayment by B. of a mortgage debt. B. afterwards, by a deed to which the surety was not a party, consolidated this mortgage with others, and assigned the benefit of all covenants to the plff.:—*Held*,

PRINCIPAL AND SURETY—Discharge—contd.

that, as by the terms of the consolidated mortgage, the debt was not to be repaid until six months after date, time had been given to the principal debtor and the surety was discharged. *BOLTON v. BUCKENHAM* C. A. [1891] 1 Q. B. 278

(b) The deft. covenanted, as surety, for repayment of a mortgage debt, and assigned property as collateral security. The mortgage was afterwards consolidated, and the covenant in the consolidated mortgage was for repayment of the debt at a later date:—*Held*, that both the property and the personal liability of the surety was thereby discharged. *BOLTON v. SALMON* [Chitty J. [1891] 2 Ch. 48

5. — *Laches of employer.*] A surety for a contractor for engineering works is not discharged from liability, although his position has been altered by the conduct of the employer, where that conduct has been caused by a fraudulent act or omission of the contractor against which the surety has, by the contract of suretyship, guaranteed the employer. *MAYOR, &c., of KINGSTON-UPON-HULL v. HARDING* C. A. [1892] 2 Q. B. 494

6. — *Material alteration in contract—Contribution.*] C. being appointed agent and traveller to the plffs., procured four persons to execute as sureties a joint and several bond conditioned for the due accounting by him for all moneys received by him on the plffs' account. The bond limited the liability of N. and E., two of the sureties, to 50*l.* each, and that of P. and B. the other two to 25*l.* each. After the three last-named sureties had executed the bond N. executed it, adding to his signature the words "25*l.* only":—*Held*, that the effect of that addition being to alter the rights of the sureties *inter se*, it discharged all of them, including N., from their liability upon the bond. *ELLESMERE BREWERY Co. v. COOPER AND OTHERS*

[Div. Ct. [1895] W. N. 157 (8)

— *Reconstruction of principal debtor company.*

See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 4.

7. — *Release of co-surety—Evidence of collateral agreement to reserve rights against co-surety.*] In a suit against one of five joint and several sureties, it appeared that the creditor had, without the deft.'s knowledge and consent, released another of the sureties "from all debts due by him to (the creditor) at this date":—*Held*, that the creditor could not recover, and that the legal effect of the release could not be modified by evidence of verbal negotiations prior to the release for the purpose of shewing an agreement superseded by the release to reserve rights against the sureties. *MERCANTILE BANK OF SYDNEY v. TAYLOR* — J. C. [1893] A. C. 317

8. — *Release of principal debtor.*] A creditor released his principal debtor, and accepted B. as full debtor in his stead. The surety for the original debtor agreed to give a guarantee for C. and to continue his former guarantee until he did so, but died before doing so. In an action by the creditor against the surety's exors., *held*, that as the former debt had been extinguished by the

PRINCIPAL AND SURETY—Discharge—contd.

release, the remedy against the surety was gone. *COMMERCIAL BANK OF TASMANIA v. JONES*

[J. C. [1893] A. C. 313

— *Scottish Law.*

See SCOTTISH LAW—Guaranty.

PRINCIPAL OFFICER.

— of Company.

See COMPANY—WINDING-UP—PETITION AND ORDER. 29.

PRINT.

See INSURANCE, MARINE. 26.

PRIOR PUBLICATION.

See PATENT—Prior Publication.

PRIORITY.

— in Bankruptcy.

See BANKRUPTCY—PRIORITY.

— of Bills of Sale.

See BILL OF SALE—PRIORITY.

— of Building Society Members.

See BUILDING SOCIETY—Dissolution. 2, 3.

— in Company winding-up.

See COMPANY—WINDING-UP—ASSETS. 5.

COMPANY—WINDING-UP—COSTS. 6.

— of Debenture-holders.

See COMPANY—DEBENTURE. 21, 28, 29, 30.

CONFLICT OF LAWS. 2.

— over Execution Creditor.

See SHERIFF. 7.

— of Executor carrying on testator's business.

See EXECUTOR—Powers. 3.

— of Legacies.

See WILL—LEGACY. 13.

— of Maintenance of Lunatic.

See LUNATIC—Maintenance. 2, 3.

— of Mortgage.

See MORTGAGE—PRIORITY; PRACTICE—STOP ORDER; SHIP—MARITIME LIEN. 2; SHIP—MORTGAGE.

— in actions for Necessaries.

See SHIP—ADMIRALTY PRACTICE—Necessaries. 2.

— Parliamentary deposits, claims on.

See PARLIAMENT—Deposits and Bonds. 4, 5.

— charging order for Solicitor's costs.

See SOLICITOR—LIEN. 2—5.

— Solicitor's lien over debentures.

See COMPANY—DEBENTURE. 21.

PRISONS.

General Statistics, col. 690.

Rules, col. 691.

General Statistics.

A Report and Tables, shewing for the years 1890—1893, the state of the Government Local Prisons and of the Convict Prisons; the number of prisoners, prison establishments and expenses, with returns of reformatory and industrial schools and of criminal lunatics form Part I., 3, of the Judicial Statistics for the years 1890—1893. The

PRISONS—General Statistics—continued.

Returns for these five years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d. 3 8
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

Rules.

Dietaries.] Rule made by the Secretary of State dated March 17, 1892, for the dietaries of prisons. *St. R. & O. 1892, p. 764.*

Rule made by the Secretary of State dated Feb. 27, 1895, as to dietaries of prisons. *St. R. & O. 1895, No. 113.*

Mechanical Restraint.] Rule made by the Secretary of State dated March 27, 1893, as to mechanical restraint of prisoners. *St. R. & O. 1893, p. 475.*

Prisoners' Clothing.] Rule made by the Secretary of State dated July 10, 1893, as to disinfection of prisoners' clothing. *St. R. & O. 1893, p. 475.*

PRIVATE BILL LEGISLATION.

See HOUSE OF LORDS—Standing Orders; PARLIAMENT—Deposits and Bonds.

Return of expenses incurred in promoting and opposing private bills before Parliament in each year from 1886-1891. *Parl. Paper, 1893 (356). Price 8½d.*

"PRIVATE COMPANY."

See BANKRUPTCY—ASSETS. 18; COMPANY—WINDING-UP—ASSETS. 1, 2.

PRIVATE ROAD.

Definition.] A private road is a "street" within ss. 16, 54 of the Public Health Act, 1875. *HILL v. WALLASEY LOCAL BOARD*

[*C. A. [1894] 1 Ch. 133*

PRIVATE STREET.

See STREETS AND BUILDINGS—Private Streets.

LONDON COUNTY—STREETS AND HIGHWAYS. 15.

PRIVIES IN ESTATE.

See ESTOPPEL. By Record. 1.

PRIVILEGE.

See DEFAMATION—LIBEL. 12-22; DEFAMATION—SLANDER. 3, 4.

COUNTY COUNCIL—Powers. 4.

— of Ambassador.

See INTERNATIONAL LAW. 2.

— Coroner's jury.

See JURY.

— Member of Parliament.

See CONTEMPT OF COURT. 5.

PARLIAMENT—Privilege.

— Patent.

See PATENT—Threats. 6.

PRIVILEGE—continued.

— Production of documents.

See LUNATIC—Judicial Inquisition, &c.
PRACTICE—DISCOVERY—Documents,
Production and Inspection.

— of Solicitor.

See PRACTICE—DISCOVERY—Documents.
14, 18.

PRIVY COUNCIL.

See ECCLESIASTICAL LAW—Ritual
JUDICIAL COMMITTEE.
PATENT—Prolongation.

PRIZE.

By the Prize Courts Act, 1894 (57 & 58 Vict. c. 39), provision was made as to Prize Courts in British Possessions.

PROBATE (AND ADMINISTRATION).

Administration Bond, col. 692.

Execution of Will, col. 693.

Grant of Administration, col. 694.

Grant of Probate, col. 699.

Revocation of Administration, col. 706.

Revocation of Probate, col. 707.

Revocation of Will, col. 707.

Testamentary Capacity, col. 709.

PROBATE (AND ADMINISTRATION) — ADMINISTRATION BOND.

1. — *Amount.]* An exor. who was sole legatee, having been found lunatic by inquisition, his committee took out letters of administration for his use and benefit. The estate was found larger than the original estimate. The administrator had paid into court part of the estate:—*Held*, that the sureties might be allowed to give a bond to double the amount actually in the hands of the administrator. *IN THE GOODS OF CORMACK*

[*Butt J. [1891] P. 151*

2. — *Amount—Reduction of grant.]* An administrator *pendente lite*, who was also exor. of the will in dispute, and had taken out a general grant, owing to the value of the estate, found it difficult to obtain sureties:—*Held*, that the grant might be limited to two sums payable to the estate, and the sureties allowed to justify for double the reduced amount. *ASKEW v. ASKEW*

[*Jenne J. [1891] P. 174*

3. — *Breach of condition—Infant's legacy.]* A condition in an administration bond to administer well and truly the estate and pay the legacies thereout, is broken if through any default of the administrators a legacy cannot be paid out of the estate. An undertaking to pay the legacy out of other funds when the time of payment comes will not cure the breach. An administratrix got in the estate and paid all debts and legacies except one to a minor, the amount whereof she handed over to A., who did not pay it over to the minor, but absconded:—*Held*, that the sureties of the administratrix were liable for the amount of the legacy. *DOBBS v. BRAIN*

[*C. A. [1892] 2 Q. B. 207*

4. — *Foreign sureties.]* On application for administration with will annexed of the property in England of a French subject resident in

PROBATE (AND ADMINISTRATION)—ADMINISTRATION BOND—continued.

France, grant made on a bond with two foreign sureties. *IN THE GOODS OF DE BEAUFORT*

[G. Barnes J. [1893] P. 231

5. — *Foreign sureties—Application at chambers.*] An application to allow an administration bond to be given with foreign sureties should be made to a judge in chambers. *IN THE GOODS OF SCOTT*

— Jeune Pres. [1895] P. 342

6. — *Inability to find security.*] Where next of kin were unable to find security, administration granted to a receiver in a Chancery administration action. *IN THE GOODS OF MOORE (No. 1)*

[Jeune J. [1892] P. 145

7. — *Re-execution.*] (A) An administration bond had been executed in New South Wales to Sir J. Hannen, who when it was brought into the principal registry had ceased to be President:—*Held*, that the Court could not substitute in the bond the name of the present President for that of the late President, and that the bond must be re-executed. *IN THE GOODS OF JOSEPHINE REEVES*

[Jeune J. [1891] W. N. 124

(B) Where an administration bond had been sent back to New South Wales to be re-executed:—*Held*, that it could be received, although the re-execution and the original oath had not been sworn before the same commissioner. *IN THE GOODS OF STUTON*

— Jeune J. [1891] W. N. 184

8. — *Widow—Missing will.*] A testator, having mislaid a will appointing his wife executrix, made another in the same terms, but omitted to appoint exors. The missing will was found after his death. Administration with the second will annexed granted to the widow on her personal bond only. *IN THE GOODS OF ALLEN*

[Jeune Pres. [1893] P. 184

PROBATE (AND ADMINISTRATION)—EXECUTION OF WILL

1. — *Attestation.*] (A) The attesting witnesses to a will signed their names in the margin of the first and second sheets opposite to certain amendments, intending, as it was proved, to attest the testator's signature:—*Held*, that this was a valid subscription within s. 9 of the Wills Act, 1837. *IN THE GOODS OF STREATLEY*

[[1891] P. 172

(B) Where all the three attesting witnesses to a will, of which the attestation clause was defective, refused to make an affidavit under r. 4 of the Non-contentious Probate Rules of 1862 as to the execution, but the executor made an affidavit under r. 7, stating that the signatures of the testator and attesting witnesses were in their handwriting, and that no other persons were present at the execution:—*Held*, (1) that the evidence was insufficient for grant of probate under r. 7; (2) that an order might be made under s. 24 of the Court of Probate Act, 1857, requiring the attesting witnesses to attend for examination as to the execution of the will. *IN THE GOODS OF STEPHEN SWERT*

— Jeune J. [1891] P. 400

2. — *Married woman—Re-execution on death of husband.*] Sect. 3 of the Married Women's Property Act, 1893, dispensing with the necessity of re-execution or republication of a will made during coverture on the death of a husband,

PROBATE (AND ADMINISTRATION)—EXECUTION OF WILL—continued.

applies to every will of a married woman who dies after passing of the Act. *In re WYLIE. WYLIE v. MOFFAT* — Romer J. [1895] 2 Ch. 118

3. — *Onus probandi—Informal will.*] Strict proof must be given of a will which is informal signed by mark instead of the usual subscription in full of the testator, and has been obtained from him by one of the propounders having a substantial interest in its provisions and witnessed by two of her relations. Such a will is not invalid; but the *onus probandi* may be increased by circumstances, and the presumption may even be conclusive against the validity of the instrument. *DONNELLY v. BROUGHTON*

[J. C. [1891] A. C. 435

4. — *Position of signature of testator.*] A testamentary document consisted of a sheet of paper containing on the first page a lithographed form of will. The form in the first page was filled in by the testatrix and contained bequests to "my sisters and friends." Her signature and those of the attesting witnesses were at the bottom of the first page. The second and third pages contained a list of bequests to persons, some of whom were the sisters and other friends of the testatrix. There was no direct evidence that the second and third pages had been written before the execution of the will:—*Held*, that assuming the second and third pages to have been written before the execution of the will, the signature of the testatrix was not so placed "opposite to" the writing contained in these pages as to bring the case within s. 1 of the Wills Amendment Act, 1852, and that therefore the first page alone could be admitted to probate. *ROYLE v. HARRIS* — Jeune Pres. [1895] P. 163

5. — *Position of signature of testator—First sheet only—Probate of part only.*] The testator and witnesses signed at the bottom of the first page of a will after an unfinished sentence which went on overleaf:—*Held*, that probate could be granted of the first page of the will only. *IN THE GOODS OF ANSTEE* Jeune Pres. [1893] P. 263

6. — *Position of signature of testator—Foot or end.*] The whole of the disposing portion of a will was written on the first side of a double sheet of foolscap: the second and third sides were blank: the signatures and attestation clause were on the fourth side:—*Held*, that the will was duly executed. *IN THE GOODS OF FULLER*

[Jeune Pres. [1893] P. 377

7. — *Presence of witness.*] A testator acknowledged his will in the presence of two witnesses, but only one witness was present when the will was signed:—*Held*, that the will was not duly executed in accordance with s. 9 of the Wills Act, 1837. *WYATT v. BERRY*

[G. Barnes J. [1893] P. 5

PROBATE (AND ADMINISTRATION)—GRANT OF ADMINISTRATION.

Administration ab Intestato, col. 694.

Administration Pendente Lite, col. 696.

Administration with Will Annexed, col. 697.

Administration ab Intestato.

1. — *Foreign will.*] A testatrix left a will

PROBATE (AND ADMINISTRATION)—GRANT OF ADMINISTRATION—Administration ab Intestate—continued.

expressly limited to her property abroad which was proved in the foreign Court. She died intestate as to her English property:—*Held*, that administration of English property might be granted to her sole next of kin. **IN THE GOODS OF MARY MANN** - Jeune J. [1891] P. 293

2. — *Joint grant.*] Joint grant of administration of estate of an intestate made to his widow and her two sons by consent of all parties, where all five children were of age except one who was six months under age. **IN THE GOODS OF DICKINSON** - - - Jeune J. [1891] P. 292

3. — *Joint grant to next of kin and another person entitled in distribution.*] A widow died intestate leaving a brother and nine nephews and nieces. Three of her nephews and nieces were in Australia, but, the other six consenting, the Court, under s. 73 of the Court of Probate Act, 1857, made a grant of administration to the brother and one of the nephews. **IN THE GOODS OF WALSH** - - - Jeune J. [1892] P. 230

4. — *Lost will.*] On an application for a grant of administration until a lost will could be found, there was evidence that the testator had duly executed a will, but that it could not be found after his death, and his widow, who refused to attend, and, being examined as to its contents, having stated that it had been accidentally destroyed, there was no evidence of its contents:—*Held*, that a grant of letters of administration might be made to the only son, with the consent of the other next of kin, limited to dealing with certain specified property, until the lost will should be found. **IN THE GOODS OF WRIGHT** [G. Barnes J. [1893] P. 21

5. — *Lunatic.*] A testator, while of unsound mind and being dependent on his relatives, and wholly without property, made a will disposing of large sums of money, which was not propounded:—*Held*, that administration, as in case of intestacy, might be granted to his sister as attorney for his widow, who was in Australia, and that the oath of the administratrix should be that as far as she knew and believed the deceased left no will. **IN THE GOODS OF RICH**

[Butt Pres. [1892] P. 143

6. — *Lunatic—Pauper lunatic—Small intestacy.*] The value of the property of an intestate who died leaving a widow, but no issue, did not exceed £500. The widow was a pauper lunatic, and her father renounced his right to take the grant on her behalf:—*Held*, that a grant of administration might be made under s. 73 of the Court of Probate Act, 1857, to a nominee of the guardians, to whom the pauper lunatic was indebted for maintenance, without citing the next of kin of the intestate or of the lunatic. **IN THE GOODS OF EVERLEY** - - - [1892] P. 50

7. — *Notice to next of kin in place of citation.*] In granting administration of a small estate to a creditor, the Court dispensed with the citation of the next of kin, on proof that they had received

PROBATE (AND ADMINISTRATION)—GRANT OF ADMINISTRATION—Administration ab Intestate—continued.

notice of the application. **IN THE GOODS OF TEECE** Gorall Barnes J. [1895] W. N. 143 (12)

8. — *Person "through mental infirmity arising from age incapable of managing his affairs"—Person appointed to act with powers of a committee.*] The sole next of kin of a deceased intestate was a person "not lawfully detained as a lunatic, and not found a lunatic by inquisition, but through mental infirmity arising from age incapable of managing her affairs" within s. 116 (1) (d) of the Lunacy Act, 1890. Her estate was administered by a person appointed to act with a power of committee under sub-s. (2) of the s. The Court made a general grant under s. 73 of the Probate Act, 1857, to the person so appointed, for the use and benefit of the next of kin. **IN THE GOODS OF LEESE** - - - Jeune Pres. [1894] P. 160

9. — *Presumption of death—Foreign grant followed.*] Where a foreign court of competent jurisdiction had made a grant of administration on the presumption of the death of the intestate:—*Held*, that the grant might be accepted as sufficient proof of the death without requiring it to be proved by independent evidence. **IN THE GOODS OF SPENCELEY** - - - Jeune Pres. [1893] P. 255

10. — *Representative of next of kin—Citation of person entitled in distribution.*] Under s. 73 of the Probate Act, 1857, a grant of administration may be made to the representative of the next of kin of an intestate without citing a person entitled in distribution. **IN THE GOODS OF KINCHELLA** [Jeune Pres. [1894] P. 294

11. — *Second grant—Lunacy of single administrator.*] Where a single administrator becomes insane, and a person is appointed under s. 116 of the Lunacy Act, 1890, with only specified powers, the Court will make a grant to another of the next of kin for the use of such administrator during his lunacy, impounding the original grant. **IN THE GOODS OF ANNE COOKE** [Jeune Pres. [1895] P. 68

12. — *Security—Next of kin unable to find security.*] Where the next of kin of a lunatic was unable to find the justifying security:—*Held*, that administration could not be granted to him, but that a grant might be made to a receiver already appointed by the Ch. Div. in an administration action. **IN THE GOODS OF MOORE (No. 1)** [Jeune J. [1892] P. 145

13. — *Son passing over the husband.*] Where the husband of an intestate had been cited to take out letters of administration to the personality and had entered no appearance, the Court passed him over and made a grant to the only son of the intestate. **IN THE GOODS OF SARAH MOORE** - - - [1891] P. 299

Administration Pendente Lite.

Duration of grant.] The functions of an administrator pendente lite determine on a decree in favour of a will with exors. *Seem*, that the case is the same if there be no exors. **WILKINSON v. BIRD** [Jeune Pres. [1894] P. 263

PROBATE (AND ADMINISTRATION)—GRANT OF ADMINISTRATION—continued.**Administration with Will Annexed.****— Administration of estate in bankruptcy.**

See ADMINISTRATION by THE CHANCERY DIVISION. 9, 10.

BANKRUPTCY—INSOLVENT ESTATES.

1. — *Bodily incapacity of executor.*] Where an executor was incapacitated by illness, a grant of letters of administration with will annexed was made to a residuary legatee for life for the use of the executor until his recovery. IN THE GOODS OF PONSONBY *Jeune Pres.* [1895] P. 287

2. — *Foreign will.*] The testor, a French subject resident in France, made a will there by which he constituted a domiciled French subject his universal and residuary legatee. Part of the estate was in the English Funds, and there were no debts in this country:—*Held*, on application for administration with will annexed, that the administratrix might give an administration bond with two foreign sureties. IN THE GOODS OF DE BEACFORT *G. Barnes J.* [1893] P. 231

3. — *Foreign will — Persons appointed to realize property in England.*] A person domiciled in Germany made a will appointing persons to realize his property in England, and to pay the proceeds to his exors. in Germany. A grant of probate was made to these persons of administration to the use and benefit of the exors., on the ground that this grant would enable them to perform in England the duties imposed on them according to German law by the will. IN THE GOODS OF BRIESEMAN (No. 1)

[*Jeune Pres.* [1894] P. 260

4. — *Husband missing.*] Where no exor. or residuary legatee was named in the will, and the testor's husband had deserted her fifteen years before her death and had not been heard of since, the Court granted letters of administration with will annexed to a trustee for beneficiaries under the will and dispensed with citation of the husband, under the "special circumstances" of the case, under s. 73 of the Court of Probate Act, 1857. IN THE GOODS OF SHOOSMITH

[*G. Barnes J.* [1894] P. 23

5. — *Legacy for benefit of convent.*] A testatrix left her residue to B. "to be disposed of as she shall think fit at her discretion for the benefit of" a convent. B. and the exor. died during the lifetime of the testatrix. Letters of administration with will annexed were granted to the Reverend Mother of the convent as residuary legatee on proof of the permanence of the institution and the fitness of the Reverend Mother, having regard to her powers, to receive and apply the legacy. IN THE GOODS OF M'AUILLIFFE

[*Jeune Pres.* [1895] P. 290

6. — *Next of kin.*] Where an executrix and sole legatee—being the illegitimate daughter of the testatrix—had not been heard of forty years, the Court, the Crown waiving its rights, granted administration with the will annexed to the representative of the testatrix's next of kin, on proof of citation of the executrix by advertisement, and of the waiver by the Crown, and subject to administration to the next of kin being taken out. IN THE GOODS OF LEY - [1892] P. 6

PROBATE (AND ADMINISTRATION)—GRANT OF ADMINISTRATION—Administration with Will Annexed—continued.

7. — *Presumption of Death—Survivorship—Husband and wife.*] A husband and wife made identical wills, each appointing the other universal legatee and sole exor. Both left England in a ship which was lost at sea with all hands:—*Held*, that a grant of letters of administration with the will annexed might be granted to the next of kin of each. IN THE GOODS OF ALSTON

[*Butt Pres.* [1892] P. 142

— *Property coming to husband jure mariti.*

See MARRIED WOMAN—PROPERTY—Generally. 12.

8. — *Residuary bequest.*] A bequest of furniture, &c., and "all other effects," to the wife in a will which contains no bequests to any other person, constitutes the wife residuary legatee, and a grant of administration with the will annexed will be made to her accordingly. IN THE GOODS OF JUFF - - - *Jeune J.* [1891] P. 300

9. — *Sole executor missing.*] Where the sole exor. had completely disappeared:—*Held*, that the Court could grant administration with the will annexed to the testor's widow, the sole beneficiary, without citing the exor. IN THE GOODS OF CRAWSHAY *Jeune Pres.* [1893] P. 108

10. — *Sole executrix a lunatic.*] Where the sole executrix was a lunatic:—*Held*, that a grant of administration with the will annexed might be made under s. 73 of the Court of Probate Act, 1857, to a creditor, and personal service of the citation on the lunatic dispensed with. IN THE GOODS OF ATHERTON

[*Jeune J.* [1892] P. 104

11. — *Stranger.*] Where there were no known relatives of the testor and no residuary legatee had been appointed:—*Held*, that a grant of administration with the will annexed might be made to a stranger. IN THE GOODS OF JACKSON

[*Jeune Pres.* [1892] P. 257

12. — *Urgency—Both executors abroad.*] A testor. appointed two exors., both of whom were at the time of his death resident out of the U. K. The will contained a clause requesting A., the partner of one of the exors., to act for him in the event of his absence. There being urgent necessity for the appointment of an administrator:—*Held*, that a grant could be made to A. with the will annexed, under s. 73 of the Court of Probate Act, 1857, until such time as one or other of the exors. should prove the will. IN THE GOODS OF TAYLOR *Jeune J.* [1892] P. 90

13. — *Widow appointed executor by missing will—Two wills.*] A testor. made a will leaving everything to his wife and appointing her his sole executrix. The testor. subsequently, not being able to find this will, made another in the same terms, but omitted to appoint exors.:—*Held*, on a motion for probate of both wills that, administration ought to be granted to the widow with the last will annexed, but that she might give her personal bond without being required to find securities. The missing will was found after the testor's death. Administration granted to the widow on her personal bond only. IN THE GOODS OF ALLEN - - - *Jeune Pres.* [1893] P. 184

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE.

Additional Rules and Orders, Dec. 7, 1892—Non-contentious business St. R. & O. 1892, p. 906; [1893] W. N. (Appx. of O. & E.), p. 1

Order dated Dec. 12, 1892, as to Supreme Court Fees. St. R. & O. 1892, p. 912; [1893] W. N. (Appx. of O. & E.) p. 1.

Colonial Probates Act, col. 699.

Jurisdiction and Practice, col. 699.

Colonial Probates Act, 1892.

The Colonial Probates Act, 1892 (55 & 56 Vict. c. 6), provides for the admission to probate in the United Kingdom of wills made in any colony or dependency which has been brought by O. in C. within the Act.

Orders in Council have been issued of the undermentioned dates, applying the provisions of the Act to the following British Possessions. References are appended to the volumes of Statutory Rules and Orders, in which these O. in C. have been printed at length:—

- Bahamas, Nov. 23, 1893. 1893, p. 4.*
- Barbados, Jan. 29, 1894. 1894, No. 73, p. 1.*
- British Guiana, May 16, 1893. 1893, p. 3.*
- British Honduras, Jan. 30, 1893. 1893, p. 1.*
- Cape of Good Hope, Jan. 30, 1893. 1893, p. 1.*
- Falkland Islands, Oct. 3, 1895. 1895, No. 405.*
- Fiji, April 30, 1894. 1894, No. 117, p. 2.*
- Gibraltar, Jan. 30, 1893. 1893, p. 1.*
- Gold Coast, May 16, 1893. 1893, p. 3.*
- Hong Kong, March 15, 1893. 1893, p. 2.*
- Jamaica, July 18, 1894. 1894, No. 178, p. 4.*
- Lagos, Jan. 29, 1894. 1894, No. 73, p. 1.*
- Natal, Feb. 2, 1895. 1895, No. 58.*
- New South Wales, Jan. 30, 1893. 1893, p. 1.*
- New Zealand, Jan. 30, 1893. 1893, p. 1.*
- Ontario, March 15, 1893. 1893, p. 2.*
- South Australia, May 16, 1893. 1893, p. 3.*
- Straits Settlements, May 16, 1893. 1893, p. 3.*
- Tasmania, Jan. 29, 1894. 1894, No. 73, p. 1.*
- Trinidad and Tobago, June 27, 1894. 1894, No. 160, p. 3.*
- Victoria, Jan. 30, 1893. 1893, p. 1.*
- Western Australia, March 15, 1893. 1893, p. 2.*

Jurisdiction and Practice.

1. — *Alteration in grant — Omission of one of the christian names of an executor.* [The christian names of an executor called in a will and grant of probate "Frederick" were "Frederick John." The Court, on proof that the Bank of England had objected to transferring stock into the names of the executors, in consequence of this executor having signed the memorandum for the transfer with the initials "F. J.," allowed the description in the grant to be altered into "Frederick John M. . . .," called in the will "Frederick M. . . ." IN THE GOODS OF HONTWOOD

[Jeune Pres. [1895] P. 341

2. — *Alteration in will.* After the execution of his will, the testor. added the names of two persons as exors., and erased the name of C. S., one of the witnesses, being one of the persons named as exor., and substituted another name:—*Held*, that the nomination of exors. might be included in the probate, but that the name of C. S. must

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

be restored both as exor. and attesting witness. IN THE GOODS OF GREENWOOD

[Jeune J. [1892] P. 7

3. — *Ambiguity—Extrinsic evidence.* Only where the terms of a will or the circumstances considered in connection with the will shew an ambiguity to exist are declarations of the testor. admissible in evidence. *PATON v. ORMEROD*

[Jeune J. [1892] P. 247

4. — *Ambiguity—Extrinsic evidence—Identity of executor.* Where there is ambiguity as to the identity of an exor., evidence of surrounding circumstances is admissible to clear up that ambiguity:—*Semle*, that evidence of declarations by the testor, is not admissible in such a case. IN THE GOODS OF CHAPPELL

[Jeune J. [1894] P. 96

5. — *Ambiguity—Extrinsic evidence admitted to identify executor.* A testor. in his will applied the terms nephew and niece to legitimate and illegitimate relatives indiscriminately. He appointed as one of his exors. "my nephew G. A." having an illegitimate and a legitimate nephew of that name:—*Held*, that extrinsic evidence was admissible to shew that the illegitimate nephew was meant by the will. IN THE GOODS OF ASHTON - - - Jeune J. [1892] P. 83

6. — *Ambiguity — Unexecuted testamentary documents—Debt.* A testor. left in a box belonging to him a letter written by him to his exor., which had not been communicated to the exor., in which was said "the £100 I lent you does not form part of the money left you; it is cancelled":—*Held*, that the letter was a testamentary document not duly executed, and was inadmissible in evidence of the cancellation of the debt. *In re HYSLOP. HYSLOP v. CHAMBERLAIN* - - - North J. [1894] 3 Ch. 522

— *Attestation.*

See PROBATE—EXECUTION OF WILL. 1.

7. — *"Apparent"—Paper pasted over words in will—Nature of expert evidence admissible.* In deciding whether words obliterated, &c., in a will are apparent within s. 21 of the Wills Act, 1837, it is allowable to use magnifying glasses or artificial arrangement of light, but not to resort to any physical interference with the document. Paper had been pasted by a testor. over words in a will. These words could be read by experts if the will was placed against a widow pane, and the light was concentrated on the part to be read.—*Held*, that the words deciphered should be admitted to probate. *FINCH v. COMBE*

[Jeune Pres. [1894] P. 191

8. — *Citation—Compromise—Charitable bequest—Attorney-General.* A testor. by his will bequeathed the residue of his real and personal estate for the establishment of an agricultural college. The will was disputed by one of his next of kin who was also heiress at law; but a compromise was agreed to by which the will was to be proved in solemn form without opposition. The Att.-Gen., as interested in the disposal of the residue, was cited and appeared to sanction the compromise. *BOUGHY v. MINOR*

[Jeune Pres. [1893] P. 181

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

— *County Court jurisdiction.*

See PROBATE (AND ADMINISTRATION)—
REVOCATION OF ADMINISTRATION. 1.

9. — *Costs out of estate—Real estate.* In a probate action judgment was given for the pltf. establishing the will (which contained specific devises of real estate, but no residuary devise), and the deft.'s costs were ordered to be paid out of the estate, but no order was made as to the costs of the pltf. propounding the will. The deceased's estate consisted of real estate, part only of which was devised, and personal estate not sufficient to pay the costs of the action. In an administration action:—*Held*, that the order of the Probate Div. could only refer to the estate over which it had jurisdiction (*viz*, personalty), and that the Ch. Div. had no jurisdiction except under special circumstances to order the costs in the Probate Div. to be paid out of the real estate. *In re SHAW. BRIDGES v. SHAW* — *Kekewich J.* [1894] 3 Ch. 615

10. — *Discovery and inspection of documents—Disputed will.* In an action to propound a will the defts. applied for inspection of documents. It appeared that the pltf.'s solicitor had for many years acted for the testatrix, and had in his possession diaries, &c., relating to the affairs which were his own private property:—*Held*, (1) that the pltf. could not be compelled to produce these documents for inspection; (2) that the solicitor could not be compelled under O. xxxvii., r. 7, to produce the documents for discovery, nor called for examination under O. xxxvi., r. 5, at that stage of the action; (3) that an affidavit of documents claiming privilege for documents as communications between the party and his solicitor is insufficient, it being also necessary to shew that the letters were professional communications of a confidential character for the purpose of getting legal advice. *O'SHEA v. WOOD*

[C. A. [1891] P. 286; partly affirm.]

[*Jeune J.* [1891] P. 237

11. — *Executor according to the tenor.* (A) Trustees nominated by a testor. (A) "to carry out this will," and (B) "for the due execution of this my will":—*Held*, entitled to probate as being exors. according to the tenor.

(A) IN THE GOODS OF RUSSELL

[*Jeune Pres.* [1892] P. 380

(B) IN THE GOODS OF LAIRD

[*Jeune Pres.* [1892] P. 380

(B) A testatrix appointed two persons trustees of her will and expressed a wish that they should pay her funeral and other debts:—*Held*, that they were thereby constituted exors. according to the tenor of the will and were entitled to probate. *IN THE GOODS OF WILKINSON*

[*Jeune J.* [1892] P. 227

12. — *Executors abroad—Letters of administration—Administrators renouncing.* A person domiciled in England by his will appointed persons in England to realize property there and pay the proceeds to his exors. abroad. Letters of administration were granted to those persons to the use of the exors. The administrators renounced.

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

Probate granted to the exors. in Germany. *IN THE GOODS OF BRIESEMANN* (No. 2)

[*Jeune Pres.* [1895] W. N. 32

— *General and special grant—Personal representation.*

See TRUSTEE—APPOINTMENT. 13.

13. — *Guardian ad litem.* Where the deft. to a probate action was a minor and resident abroad, and no appearance was made to the citation:—*Held*, that O. XIII., r. 1, applied, and that the official solicitor should be made guardian *ad litem*, and his costs provided for as part of the costs of the pltf., who was the exor. propounding the will. *WHITE v. DUVERNAY*

[*Jeune J.* [1891] P. 290

14. — *Incorporation.* A testatrix by a will executed in 1873 bequeathed a moiety of a fund, over which she had a power of appointment, to P. In 1881 she made another will revoking all former wills, but containing a recital apparently referring to the 1873 bequest:—*Held*, on the facts, that there was no incorporation by reference. *PATON v. ORMEROD* — [*Jeune J.* [1892] P. 247

15. — *Incorporation by codicil—Interlineations.* By an unattested interlineation made after the execution of a will £1000 was given to each of the exors. In the body of the will £10,000 was given to A., one of the exors., and a codicil contained a recital that £11,000 had been given to A.:—*Held*, that this reference shewed that the interlineation had been made previously to the codicil, and was, therefore, incorporated by it. *IN THE GOODS OF HEATH* [*Jeune Pres.* [1892] P. 253

16. — *Incorporation—Testamentary papers—Validity.* A testor. executed a document in the presence of two witnesses who duly attested it. The document appointed no exors. and contained no bequest, but referred to "the enclosed papers numbered" 1-6; as containing his testamentary wishes, and recited that such papers had been signed by him in the presence of the witnesses. This the witnesses denied, saying that when they witnessed the testor.'s signature, he said, "The will is in this drawer." Papers 1-6 bore dates antecedent to the witnessed document. In the attestation clause the deceased was referred to as the testor.:—*Held*, that, as the papers 1-6 were not clearly identified, they could not be taken as incorporated with the attested document, and as the attested paper alone would be inoperative, probate of all the documents must be refused. *IN THE GOODS OF GARNETT*

[*G. Barnes J.* [1894] P. 90

17. — *Incorporation—Document not referred to as existing.* A testor. devised property to trustees to provide an annuity for his wife, setting apart certain funds which they would find noted; he confirmed his will by two codicils. A document certainly later than the will and possibly before the codicils was found which set apart funds for this purpose:—*Held*, that as the will did not refer to the document as existing, the codicils had not the effect of incorporating it with the documents of which probate was to be granted. *DURHAM v. NORTHERN* — [*Jeune Pres.* [1895] P. 66

And see No. 35, below.

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

18. — *Inspection of testamentary papers.*] Where the exors. and solicitors of a testatrix refused to give any information as to previous alleged wills, the Court, under the 26th section of the Court of Probate Act, 1857, ordered them to bring into the registry all wills and testamentary papers of the deceased in their possession, and to allow certain persons who believed themselves to have been benefited by such wills to take copies subject to payment of deposit for inspection. *IN THE GOODS OF SHEPHERD*

[*Jeune J.* [1891] P. 323]

19. — *Lost will—Codicil admitted to probate where will not forthcoming.*] Where testor. executed a codicil which was described as "a codicil to my will executed some years ago," and no trace of a will could be found:—*Held*, that probate of the codicil might be granted. *IN THE GOODS OF CLEMENTS* *Jeune Pres.* [1892] P. 254

20. — *Married woman—Will—Protection order—Desertion.*] A woman married in 1863, who had separated from her husband by mutual consent, made a will on the strength of a protection order under s. 21 of the Matrimonial Causes Act, 1857. This order had been obtained (after the husband's return to co-habitation) by the suppression of material facts and without giving notice to the husband. The husband did not know of the order until after the wife's death:—*Held*, that the protection order must be set aside as obtained by false statements and concealment of material facts and without notice to the husband, and the will pronounced against. *MAHONEY v. MC CARTHY* - *Jeune J.* [1892] P. 21

21. — *Mistake in will—Correcting in grant.*] Where in a will the name of one sister was inserted by a mistake of the conveyancer for that of another sister:—*Held*, that probate might be granted to the exors. with the repeated name omitted. *IN THE GOODS OF BOEHM*

[*Jeune J.* [1891] P. 247]

22. — *Mistake in will—Correcting in grant.*] Where, by a mistake in the engrossment of a draft will, a house No. 105 was described as No. 103, so that one house was bequeathed twice over and another house was left undisposed of:—*Held*, that the Court could strike out the wrong description, but must leave the Court of construction to fill up the blank. *IN THE GOODS OF WALKLEY* - *Jeune Pres.* [1893] W. N. 62

23. — *Mistake in will—Date of references.*] A testatrix executed a will in 1887, and another in 1889 by which she revoked all previous wills, and in 1891 a codicil which by mistake was described as a codicil to the will of 1887:—*Held*, that probate might be granted of the codicil, together with the will of 1889, with the reference to the will of 1887 omitted. *IN THE GOODS OF GORDON*

[*Jeune J.* [1892] P. 228]

24. — *Mistake in will—Omission of words of revocation included in will without testatrix's knowledge.*] After the execution of her will by which she left her whole property to her illegitimate son, a testatrix wrote out and duly executed on a printed form of will a bequest of certain furniture to her sister. The form commenced with a clause

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

revoking all previous wills, but the testatrix did not fill up the blanks in this clause, which was not read over to her (as the rest of the form was) at the time of execution, and of which there was no evidence she had ever heard:—*Held*, that probate might be granted of the paper, omitting the revocation clause, as a codicil to the original will. *IN THE GOODS OF MOORE* (No. 2)

[*Jeune Pres.* [1892] P. 378]

25. — *Onus probandi—Informal will.*] Strict proof must be given of a will which is informal signed by mark instead of the usual subscription in full of the testor., and has been obtained from him by one of the propounders having a substantial interest in its provisions and witnessed by two of her relations. Such a will is not invalid; but the *onus probandi* may be increased by circumstances, and the presumption may even be conclusive against the validity of the instrument. *DONNELLY v. BROUGHTON*

[*J. C.* [1891] A. C. 435]

26. — *Onus probandi—Will prepared under suspicious circumstances.*] Where a will is prepared and executed under suspicious circumstances, it is for the party propounding it to adduce evidence to remove such suspicion and to satisfy the Court that the testor. knew and approved of the contents of the will. The testatrix in 1880 and 1884 made wills in favour of the deft., but afterwards became dissatisfied with him, and from 1888 to 1892 wrote to her solicitor complaining of the deft. On Nov. 7, 1892, she made a will leaving her property to the pliff. On Nov. 9 the deft.'s son brought to her a will prepared by himself leaving the property to the deft. The deft.'s son and a friend of his were the only persons present when this will was executed. The attesting witnesses swore that the testatrix understood and approved of the will:—*Held*, that the *onus* was on the deft. to remove the suspicion arising from the circumstances, and that the evidence was not sufficient. *TYRELL v. PAINTON* (No. 1)

[*C. A. revers.* *Jeune Pres.* [1894] P. 151]

27. — *Power of attorney—Grant to attorneys.*] An exor. on going abroad had executed a power of attorney, enabling the persons named in it to act in business of every kind whatsoever as fully and effectually as he himself could do:—*Held*, that the power was wide enough to enable the Court to make a grant with the will annexed to the attorneys for the use and benefit of the exor. *IN THE GOODS OF BARKER.*

[*Jeune J.* [1891] P. 251]

28. — *Proof in solemn form—Costs.*] Where the party opposing a will has given notice under r. 41 of the Contentious Business Rules of 1862 that he merely insists on the will being proved in solemn form and on cross-examining the witnesses, but does not seek to call in the probate, he cannot be condemned in costs. *LEIGH v. GREEN* - *Div. Ct.* [1892] P. 17

29. — *Revival by reference.*] A testor. made a will in 1867 and two codicils thereto in 1869 and 1874, and in 1875 another will expressly revoking all former wills and testamentary papers.

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

Two persons who were benefited by the codicil of 1874 and the will of 1875 having died, he in 1881 made another codicil disposing of the property which had been left to them, and commencing, "Whereas my two sisters named in my codicil dated May 12, 1874. . .":—*Held*, that this reference to the codicil of 1874 did not revive it, and it must be excluded from probate. *IN THE GOODS OF DENNIS* *Jeune J. [1891] P. 326*

30. — Torn will—Incomplete restoration—Copy.] After a testor's death and while one of the exors. was making a copy of the will, one of the testor's sons snatched the will and tore it in pieces. The exor. collected the pieces and gummed them together, but some of them were missing:—*Held*, that probate might be granted of the incomplete will, together with the copy, which the exor. had subsequently completed. *IN THE GOODS OF LEIGH* *Jeune J. [1892] P. 52*

31. — Torn will—Security for share of absentee.] A testor, suffering from softening of the brain tore his will into pieces. The pieces were pasted together, and probate applied for by the widow. The will left all the testor's estate to his wife for life, with remainder to his two sons in equal shares, and appointed the widow and the sons trustees and exors. The elder son was willing that probate should be granted. The younger had not been communicated with:—*Held*, that probate might be granted to the widow on her giving security for one-third of the personal estate, being the younger son's share in case of intestacy. *IN THE GOODS OF HINE*

[Jeune Pres. [1893] P. 232]

32. — Two testamentary documents—Only one executed.] A testatrix left two testamentary documents: the first, which was unexecuted, made various specific bequests; the second, which was duly executed, left everything to A. "for the purposes I require him to do absolutely":—*Held*, that the two documents could not be admitted to probate together as constituting the will of the deceased, but that probate might be granted of the second paper with directions to administer the estate in conformity with the trusts of the first. *IN THE GOODS OF MARCHANT*

[Jeune Pres. [1893] P. 254]

33. — Two wills—Property in England and Canada—Independent grant—Affidavit as to moveables.] A testor, having property in England and Canada made two wills, each purporting to be independent of the other and disposing only of the property situate in the country to which it referred:—*Held*, that probate might be granted of the English will without requiring the exor. to bring in the Canadian will, on affidavits being filed shewing that the moveables mentioned in the two wills were in England and Canada respectively at the time of the testor's death. *IN THE GOODS OF SEAMAN* *Jeune J. [1891] P. 253*

34. — Two wills—Property in England and Scotland—Debts charged on one estate only.] A testor, executed two wills, one dealing only with property in England, the other only with property in Scotland. By the Scotch will all the testor's debts were charged on the Scotch pro-

PROBATE (AND ADMINISTRATION)—GRANT OF PROBATE—Jurisdiction and Practice—continued.

perty:—*Held*, that probate might be granted of the English will alone without requiring the Scotch will to be incorporated, on condition that a certified copy was filed and a note to that effect made on the probate. *IN THE GOODS OF FRASER*

[Jeune J. [1891] P. 285]

35. — Two wills—Property in England and Italy—Incorporation.] An Italian lady, widow of an Englishman and domiciled in England, made a will for her English property, and afterwards in Italy made another will, confined to her Italian property, except that it expressly confirmed her English will:—*Held*, that, as the Italian will confirmed the English will, it must be incorporated in the probate. *IN THE GOODS OF LOCKHART*

[G. Barnes J. [1893] W. N. 80]

36. — Will and two codicils—Second codicil revoking "all previous codicils".] A testor, left a will and two codicils, the second of which revoked "all previous codicils made in favour of" a legatee. A difficulty was raised in the registry by reason of the reference in the second codicil to previous "codicils" in the plural:—*Held*, that it was clear that all three documents must be admitted to probate. *IN THE GOODS OF JENKINS*

[Jeune Pres. [1894] W. N. 16]

37. — Will dealing with immoveable property in foreign country.] A testor, domiciled in England left a will and codicils dealing with property in England and personal property in Russia; and also left two other documents, one of which was a will duly executed according to English law, both referring only to immoveable property in Russia, and appointing separate exors. for such property. All the exors. applied for probate of all five documents. Probate refused of the two documents, referring only to the immoveable property in Russia. *IN THE GOODS OF TAMPLIN* — *G. Barnes J. [1891] P. 39*

38. — Will proved abroad—French law—Probate of copy.] The will of a British subject domiciled abroad at the time of his death had been proved in the French Courts and deposited with a notary, who by the law of France was forbidden to allow it to be removed from his custody:—*Held*, that probate might be granted of a properly proved copy of the original will limited to such time as might elapse before the will itself should be brought in. *IN THE GOODS OF LENNE*

[Jeune J. [1892] P. 89]

PROBATE (AND ADMINISTRATION)—REVOCATION OF ADMINISTRATION.

1. — Husband passed over—Fraud—Appeal—"Point of law".] A wife long separated from her husband died intestate, and letters of administration were taken out as if she had been a spinster. The husband, some years later discovering what had been done, applied after some delay in the county court to have the letters set aside and a grant made to him. The county court judge, holding that there had been no fraud, refused the application. On appeal, *held* (1) that the decision was on a "point of law" within s. 58 of the Court of Probate Act, 1857, and that the point of law was sufficiently raised at the hearing under s. 120 of the County Courts Act, 1888, and

**PROBATE (AND ADMINISTRATION)—REVO-
CATION OF ADMINISTRATION—continued.**

that an appeal lay; (2) that the decision that the grant could not be revoked in the absence of fraud was wrong. *COPELAND v. SIMISTER*

[Div. Ct. [1893] P. 16]

2. — *Practice—Motion.*] Where infants are interested the Court will not on motion revoke letters of administration (granted in error) and to grant probate of the will, but will require the later will to be propounded. *IN THE GOODS OF ANDREWS* - - *G. Barnes J.* [1893] P. 14

3. — *Subsequent discovery of will—Payment out to Executor.*] Where under the administration of the estate of a supposed intestate, money had been paid into Court to the credit of infants next of kin, and a will was discovered:—*Held*, that the Court had jurisdiction to order the funds in Court to be paid out to the executor. But the Court required an affidavit that certain legacies bequeathed to the infants by the will had been paid. *In re HOOD'S TRUSTS*

[North J. [1895] W. N. 163 (15)]

**PROBATE (AND ADMINISTRATION)—REVO-
CATION OF PROBATE.**

1. — *Former action—Cognizance—Power of intervention.*] A person who had cognizance of and assisted in a previous action to revoke a probate, but who had no right to intervene in it, is not precluded from bringing a subsequent action to revoke the same probate, when he has since the first trial discovered that he had an interest under a prior will. *YOUNG v. HOLLOWAY*

[*Jeune Pres.* [1895] P. 87]

2. — *Necessity for lodging documents in registry.*] The Court refused to hear a motion for the revocation of a grant of probate and probate of a draft will, on the ground that the probate and draft will had not been lodged in the registry. *IN THE GOODS OF RILEY* - - *G. Barnes J.*

[1895] W. N. 150 (6)]

3. — *Testamentary incapacity.*] Evidence necessary to justify revocation of probate for testamentary incapacity considered. *ATKEN v. MOMECHAN* - - *J. C.* [1895] A. C. 310

**PROBATE (AND ADMINISTRATION)—REVO-
CATION OF WILL.**

1. — *Codicil—Annuity—Revocation by codicil of gift in will—Decision as to future interests.*] B. by his will gave to his granddaughter A. an annuity of 300*l.*, to be a charge on certain land, and after her death he directed that "the said sum of 300*l.*" should be raised and paid unto and amongst her children as she should by deed or will appoint, and in default of appointment amongst her children equally during their respective lives. He devised to his granddaughter C. a like annuity of 300*l.*, to be a charge on the same property, "and to be paid to her and her children in the same manner in all respects as the annuity hereinbefore given to my granddaughter A." By a codicil reciting that B. had by his will given an annuity of 300*l.* to each of the two granddaughters he revoked the gifts "of the said annuities," and in lieu thereof gave to each of his said granddaughters A. and B. an annuity of 150*l.*, to be payable and charged in

**PROBATE (AND ADMINISTRATION)—REVO-
CATION OF WILL—continued.**

the same manner and on the same land as the annuities of 300*l.* under the will. The children of A. and B. were not referred to in the codicil:—*Held*, that the effect of the codicil was to substitute annuities of 150*l.* to A. and B. and their respective children for the annuities of 300*l.* given by the will. *In re FREME'S CONTRACT*

[*C. A. (Rigby L.J. dissent.) affirm. Kewich J.* [1895] 2 Ch. 778]

2. — *Codicil—Revival.*] By a codicil dated 1882 expressed to be a codicil to his will of 1880, a testor, confirmed his said will. The will consisted not merely of the document of 1880, but also of an intermediate codicil revoking a particular bequest therein:—*Held*, that under the circumstances of the case the will of 1880 was after confirmation no longer affected by the partial revocation made by the intermediate codicil. *MCLEOD v. McNAB* - *J. C.* [1891] A. C. 471

3. — *Implied revocation—Substituted or cumulative legacies.*] A testor, by a first codicil made provision for his wife, gave directions as to his burial, &c., and gave legacies. On the death of his wife he made a second codicil on a draft of the first codicil, which, except that it increased a legacy and made provisions consequent on the wife's death, was a repetition of the first codicil, and only referred to the will and not to the first codicil:—*Held*, that the second codicil was intended to be substituted for the first, and could alone be admitted to probate with the will. *CHICHESTER v. QUATREFAGES* - *Jeune Pres.*

[1895] P. 186]

4. — *Misapprehension.*] The testatrix made a second will, dealing with a small part of her property, on a printed form. The form contained a clause revoking all former wills. To this the testatrix objected, and wished the clause struck out; but, being informed that the clause was inoperative and cancellation dangerous, she signed the form with the clause standing:—*Held*, that she must be taken to have known and approved the words of revocation, and that they must be included in the probate of the last will. *COLLINS v. ELSTONE* - *Jeune Pres.* [1893] P. 1

5. — *Paper pasted over writing—Removal.*] A testatrix left a will and two codicils duly executed. She cancelled the first codicil, and afterwards wrote something at the back of the codicil, and afterwards pasted paper over the writing. Paper ordered to be removed to see if the writing amounted to a revocation of the codicil. *IN THE GOODS OF GILBERT* *Jeune Pres.* [1893] P. 183

6. — *Partial revocation of will—Cancellation of second will—Revival.*] A testor, by his will gave all his property to S., and appointed S. sole executrix. Subsequently he made a second will leaving his real estate to E., and appointed E. sole executrix, but did not expressly revoke the first will. He subsequently cancelled the second will:—*Held*, that the second will partly revoked the first will, and that the revoked part of the first will was not revived by the cancellation of the second will. Therefore, that probate must be granted of so much of the first will as was not

PROBATE (AND ADMINISTRATION)—REVOCATION OF WILL—continued.

revoked, and that as to property dealt with in the second will there was an intestacy. IN THE GOODS OF HODGKINSON - - G. A. (revers. [G. Barnes J.] [1893] P. 339

PROBATE (AND ADMINISTRATION)—RULES AND ORDERS.

[For rules regulating the practice of the Court, see "Table of Rules and Orders Issued," p. ccxlix.]

PROBATE (AND ADMINISTRATION)—TESTAMENTARY CAPACITY.

1. — *Evidence—Reports of Chancery visitors—Lunacy.* The reports of "Chancery Visitors" as to the state of mind of an alleged lunatic cannot be put in evidence, with a view of testing her testamentary capacity, at the time of the execution of a will, since all such reports ought to be destroyed on the death of the lunatic under s. 186 of the Lunacy Act, 1890. ROE v. NIX.

[G. Barnes J. and L.JJ. in Lunacy [1893] P. 55

2. — *Weight of evidence.* Verdict revoking grant of probate for want of testamentary capacity set aside as against weight of evidence, the medical evidence being insufficient to support while the other evidence of incapacity related to irrelevant circumstances, and was contradicted by witnesses who deposed to actual transactions with the testator, and to his conduct and condition at the time of his executing the will. ALLEN v. McMECKAN - - J. C. [1895] A. O. 310

PROBATE DUTY.

See DEATH DUTIES—Probate Duty.

PROCEDURE.

— under Adulteration Acts.

See ADULTERATION—Procedure.

— in County Courts.

See COUNTY COURT.

— Criminal.

See CRIMINAL LAW—PROCEDURE.

— before Justices.

See SUMMARY PROCEEDINGS—Jurisdiction.

— in Supreme Court.

See PRACTICE, *passim*.

PROCEEDINGS.

— against Guardians of the Poor.

See POOR—Guardians. 1.

— Against officers of company.

See COMPANY—WINDING-UP—PROCEEDINGS AGAINST DELINQUENT OFFICERS.

COMPANY—WINDING-UP—EXAMINATION OF OFFICERS.

"PROCEEDINGS INSTITUTED."

See MARRIED WOMAN—PROPERTY—Restraint on Anticipation. 8.

PROCTOR.

— Compensation annuity to.

See ANNUITY—Assignment.

PROCURATION.

— Bills of exchange signed by.

See BILL OF EXCHANGE. 15.

— Cheque signed by.

See PRINCIPAL AND AGENT—Liability of Principal. 1.

"PROCURATION GÉNÉRALE ET SPÉCIALE."

See CANADA—Provincial Law—Law of Quebec. 8.

PRODUCTION.

— of Work of Art.

See COPYRIGHT—International. 4, 5.

PRODUCTION OF DOCUMENTS.

See PRACTICE—DISCOVERY—Documents, Production and Inspection.

— Probate.

See PROBATE—GRANT OF PROBATE. 9.

PROFIT COSTS.

— Solicitor mortgagee.

See MORTGAGE—COSTS AND CHARGES—Solicitor Mortgagee.

— Solicitor trustee.

See TRUSTEE—DUTIES AND LIABILITIES—Remunerated Trustee. 3.

PROFITS.

— made by Company.

See COMPANY—WINDING-UP—ASSETS. 7.

— Industrial society.

See INDUSTRIAL AND PROVIDENT SOCIETY. 1.

— made by Partner.

See PARTNERSHIP—Liabilities. 4.

— made by Trustee.

See TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 5.

PROHIBITION.

1. — *County Council—Alteration of parish boundaries.* Quere, whether prohibition is the proper remedy where a county council makes or is about to make an order which they have no power to make under s. 57 of the Local Government Act, 1888, since it is doubtful whether such an order is the exercise of a judicial function. REG. v. LONDON COUNTY COUNCIL

[C. A. [1893] 2 Q. B. 454

2. — *County Court—Jurisdiction of registrar.* Prohibition does not lie where a county court registrar strikes out a counter-claim to a default summons. HOOPER v. HILL - - C. A. affirm.

[Div. Ct. [1894] 1 Q. B. 659

3. — *County Court—Want of jurisdiction—Acquiescence.* If total want of jurisdiction appears on the face of the proceedings in an inferior court, the Court is bound to grant prohibition, although the applicant may have acquiesced. In a lease by A. to B. it was provided that at the end of the tenancy compensation should be allowed for matters outside the Agricultural Holdings Act, 1883, and the procedure of the Act should apply to any claim for such compensation. At the end of the tenancy, cross-claims were referred to arbitration, and an award was made by an umpire, on the face of which it appeared that he had given B. compensation for matters both within and outside the Act. A county court judge made an order under s. 24 of the Act to enforce the award by execution. On an application by A. for prohibition, *held*, that as it was apparent on the face of the proceedings that the county court judge had no jurisdiction to make an order under s. 24 of the Act to enforce payment of so much of the award as related to

PROHIBITION—continued.

matters outside the Act, the writ must issue notwithstanding (1) the agreement in the lease, and (2) that the lessor had by his conduct acquiesced in the exercise of jurisdiction by the county court. *FARQUHARSON v. MORGAN* C. A. [1894] 1 Q. B. 552

4. — *County Court — Jurisdiction — Appeal.* Under the Judicature Act, 1873, a judge of the Admir. Div. has all the powers as to prohibition of a judge of the High Court. An appeal from the refusal of prohibition lies direct to the C. A. if the judge requires no further argument. Sect. 132 of the County Courts Act, 1888, merely prevents repeated applications to judges of coordinate jurisdiction for a writ of prohibition after refusal by one judge. *THE "RECEPTA"*

[C. A. [1893] P. 255]

5. — *Practice—Rule absolute without pleadings—Costs.* The granting of prohibition not being exclusively in the jurisdiction of the Crown side of the Q. B. Div., the High Court, in making a rule absolute without pleadings, has power to make an order as to costs. *REG. v. LONDON COUNTY (JUSTICES OF)* (No. 3)

[C. A. [1894] 1 Q. B. 453]

PROJECTING SIGN.

See STREETS AND BUILDINGS—Projecting Signs.

PROJECTING STRUCTURE.

See LONDON COUNTY—BUILDINGS. 6.

PROLONGATION.

— of Patent.

See PATENT—Prolongation.

PROMISE.

— To leave property to intended wife.

See SETTLEMENT—Construction. 2.

PROMISSORY NOTE.

— Part payment to stranger.

See LIMITATIONS, STATUTES OF. 2.

— Stamp insufficient.

See PRACTICE—EVIDENCE. 9.

PROMOTERS.

— Liability to make good deficiency in rates.

See RATES—Rateable Occupation. 10, 11.

PROMOTION.

— Company.

See COMPANY—PROMOTION.

PROOF.

— in Bankruptcy.

See BANKRUPTCY—PROOF.

— against Company in liquidation.

See COMPANY—WINDING-UP—PROOF.

PROPER NAME.

— Registration of as trade-mark.

See TRADE-MARK—REGISTRATION. 34.

PROPERTY.

— After acquired.

See BANKRUPTCY—ASSETS. 1—7.

— of Infant.

See INFANT—Property.

— charging Order on.

See PRACTICE—CHARGING ORDER, SOLICITOR—LIEN.

PROPERTY—continued.

— “Recovered or preserved.”

See SOLICITOR—LIEN. 4.

PROPERTY, RIGHTS OF.

No use of property which would be legal if due to a proper motive can become illegal because it is prompted by a motive which is improper or even malicious. *BRADFORD CORPORATION v. PICKLES* - - H. L. (E.) [1895] A. C. 527 ;

[affirm. C. A. [1895] 1 Ch. 145]

PROPERTY TAX.

Common allotment. The profits of an allotment applied for the freemen of a borough under a private inclosure Act are exempt from duty under s. 11 (2) of the Inland Revenue Act, 1885, but the profits of an allotment so applied under an agreement are not. *COMMISSIONERS OF INLAND REVENUE v. SCOTT. In re BOOTHAM WARD STRAYS, YORK* - - C. A. [1892] 2 Q. B. 152

PROPRIETARY MEDICINE.

See POISON. 1, 2, 5.

PROPRIETOR.

— Registered of hackney carriage.

See METROPOLITAN POLICE DISTRICT—Hackney Carriages.

PROSECUTION.

— Application to dismiss for want of.

See PRACTICE—NEW TRIAL. 3.

PROSECUTION OF OFFENCES.

See CRIMINAL LAW—REPORTS AND RETURNS.

— Stifling.

See CONTRACT—Illegality. 1, 2.

PROSPECTUS.

— Misrepresentation in.

See COMPANY—MISREPRESENTATION.

PROTECTION ORDER.

See MARRIED WOMAN—PROPERTY—Generally. 17.

— Fraud and concealment, in obtaining.

See PROBATE—GRANT OF PROBATE. 20.

PROTEST.

— Appearance of foreigner under. Right afterwards to object to jurisdiction.

See PRACTICE—SERVICE—Service out of the Jurisdiction. 11.

— Tender under.

See TENDER.

PROVISIONAL LIQUIDATOR.

— Appointment.

See COMPANY—WINDING-UP—LIQUIDATOR. 1, 11, 12, 13.

PROVISIONAL SPECIFICATION.

— Patent—Sufficiency.

See PATENT—Validity. 3, 4.

PROXY.

— in Bankruptcy.

See BANKRUPTCY—PROXY.

— Company—Counting poll not demanded.

See COMPANY—MANAGEMENT. 3.

— Thames Conservancy.

See THAMES—Conservancy and Navigation. 1.

PUBLIC AUTHORITIES.

By the Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61), the statutory provisions relating to the protection of persons acting in the execution of statutory and other public duties were generalised and amended and portions of over one hundred Acts were repealed.

PUBLIC BODY.

Non-feasance—Contract.] Decisions that public bodies are not liable to individuals for non-feasance do not apply where the public body is under contract with the individual for remuneration. BRABANT v. KING J. C. [1895] A. C. 633

PUBLIC OR LOCAL ACT.

See PARISH; STATUTES (INTERPRETATION OF).

PUBLIC ENTERTAINMENT.

— on Sunday.

See SUNDAY—Observance.

PUBLIC EXAMINATION.

See BANKRUPTCY—PUBLIC EXAMINATION; COMPANY—WINDING-UP—EXAMINATION OF OFFICERS.

PUBLIC HEALTH.

See LONDON COUNTY—NUISANCES AND SANITATION.

NUISANCE—Remedies—What amounts to. 3, 4, 14, 15, 16.

SEWERAGE AND DRAINAGE.

SUMMARY PROCEEDINGS—Jurisdiction and Practice.

PUBLIC HEALTH ACTS.

— Purchase of land under.

See SOLICITOR—BILL OF COSTS—Remuneration Act. 15.

PUBLIC-HOUSE.

— Agreement for lease.

See GAMING—Offences under the Betting Acts. 4, 5.

LANDLORD AND TENANT—LEASE. 9.

"PUBLIC NOTICE OR ADVERTISEMENT."

See STAMPS. 8.

PUBLIC OFFICE.

— Words importing misconduct in.

See DEFAMATION—SLANDER. 1, 2.

PUBLIC POLICY.

— Murder of insured by wife in whose favour insurance had been effected.

See INSURANCE, LIFE.

— Restraint of Trade.

See RESTRAINT OF TRADE—Covenants in Restraint. 3.

— Validity of mortgage.

See BANKRUPTCY—ASSETS. 20.

PUBLIC RIGHTS.

— Fishing in non-tidal waters.

See FISHERY—Salmon and Freshwater. 2.

PUBLIC SCHOOL.

See CHARITY—CHARITY COMMISSIONERS. 7, 8, 9; CHARITY—MANAGEMENT. 1.

PUBLIC WORSHIP REGULATION ACT.

See ECCLESIASTICAL LAW—Ritual.

PUBLICATION.

— of Libel—Copying letters.

See DEFAMATION—LIBEL. 20, 23.

— of Rates.

See HIGHWAY—Repairs. 12.

PUBLIC JURIS.

See TRADE-MARK—REGISTRATION. 26.

"PUBLISHED."

See COPYRIGHT—International. 5.

PUFF.

See DEFAMATION—LIBEL. 24.

PUMPING STATION.

See RATES—Rateable Occupation. 15.

PURCHASE.

— Shares.

See COMPANY—REDUCTION OF CAPITAL. 17, 18, 19.

PURCHASE (COMPULSORY).

— of Land.

See LAND—Acquisition under Lands Clauses Acts.

— Meaning of word in s. 7 of the Trade Unions Act, 1871.

See TRADE UNION. 2.

— Money—Application—College lands.

See UNIVERSITY. 1.

— of Tramway.

See TRAMWAY COMPANY. 1, 2.

PURCHASE AND HIRE AGREEMENT.

See FACTOR—Hire agreement; TRADE FIXTURES. 3.

PURCHASER.

— In possession.

See VENDOR AND PURCHASER—Contract. 14.

PURCHASER FOR VALUE.

— Ademption of legacy.

See WILL—ADEMPTION.

— Void settlement.

See FRAUDULENT CONVEYANCE.

"PURCHASER FOR VALUE WITHOUT NOTICE."

See SOLICITOR—LIEN. 3.

PYROTECHNIC LIGHTS.

See SHIP—COLLISION. 17.

Q.

QUALIFICATION.

— of Directors.

See COMPANY — DIRECTORS—Qualifying Shares.

— for Municipal franchise.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim. 14, 15.

— for Parliamentary franchise.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim. 1—13.

— of Vestryman.

See LONDON COUNTY — AUTHORITIES. 3, 4.

"QUALIFIED PILOT."

See JUSTICES — Disqualification by Interest. 1.

SHIP — PILOTAGE — Compulsory Pilotage. 3.

QUALIFYING SHARES.

See COMPANY — DIRECTORS—Qualifying Shares.

QUARE IMPEDIT.

See ECCLESIASTICAL LAW—Advowson. 2.

QUARRY.

By the Quarries Act, 1894 (57 & 58 Vict. c. 42), certain provisions of the Acts relating to metalliferous mines were applied to quarries.

QUARTER SESSIONS.

See SESSIONS—QUARTER SESSIONS.

— Appeals to, in licensing matters.

See INTOXICATING LIQUORS—Licence.

— Essex.

See HAVERING-ATTE-BOWER.

— London.

See LONDON COUNTY—QUARTER SESSIONS.

QUARTERLY TENANT.

— Demand for rates.

See RATES—Recovery. 6.

QUAY.

See RATES—Rateable Occupation. 12.

QUEBEC.

— Law of Quebec.

See CANADA—Provincial Law—Quebec.

— Signing bills *per pro*.

See PRINCIPAL AND AGENT—Authority of Agent. 2.

QUEEN'S PROCTOR.

See DIVORCE—Costs. 9.

DIVORCE—PRACTICE. 3, 5, 6.

QUEENSLAND.

Copyright.

See COPYRIGHT—International Law.

Law of Queensland.

1. — *Charity—Gift to charity.*] The Religious Educational and Charitable Institutions Act of 1861, s. 3, applies to every gift which increases the resources of a body incorporated under the

QUEENSLAND—Law of Queensland—continued.

Act, although not in terms in its favour, and though different trustees are appointed. Therefore, where a bequest was made to a church and congregation, which had voluntarily joined an eccles. body which had been incorporated through its officers under the Act:—*Held*, that the congregation having become constituent members of the eccles. body, a bequest in their favour was in reality a bequest to that body, and was invalid for want of registration and attestation as prescribed by the Act. *McSWAIN v. LASCELLES*

[J. C. [1895] A. C. 618]

2. — *Dividend Duty Paying Act, 1890, s. 9—Foreign debts—Constructive assets.*] Where debts due to a co. by debtors out of Queensland are payable out of Queensland, but are charged on realty and personality in the colony:—*Held*, that they are an asset of the co. within s. 9 of the Act, to the extent at all events of the value of the incumbrance, and taking into account collateral securities held elsewhere than in Queensland for the same debts. *WALSH v. REG.*

[J. C. [1894] A. C. 144]

3. — *Negligence of bailees.*] Where a Government, being bailees for hire, stored B.'s explosive goods in sheds near to the water edge:—*Held*, that the selection of such a site rendered it incumbent upon them to place the goods at such a level as would in all probability ensure their absolute immunity from the incursion of flood water; that B. was entitled to rely on the care and skill of his bailees, and could not be said to have accepted any risks of defective storage with which he had made himself acquainted.—Case remanded for a new trial, to ascertain whether the Government negligently stored the goods at too low a level, or whether, on the advent of the floods, they failed to take reasonable and proper measures for saving the goods, or part thereof. *BRABANT v. KING* — J. C. [1895] A. C. 632

And see PUBLIC BODY.

4. — *New trial—Verdict—Conflict of evidence.*] In an action for damages due to the negligent construction of a drain by a municipal council a jury found that there was no negligence, but the Full Court set aside the verdict and ordered a new trial:—*Held*, that there being evidence both ways the verdict was one which the jury could reasonably find and ought not to have been set aside. *COUNCIL OF THE MUNICIPALITY OF BRISBANE v. MARTIN* J. C. [1894] A. C. 249

"QUESTION INVOLVED IN THE CAUSE OR MATTER."

See PRACTICE—PARTIES—Adding Defendant. 2.

"QUIA TIMET" ACTION.

See RESTRAINT OF TRADE—Covenants in Restraint. 5.

— Anticipated nuisance.

See PRACTICE—INJUNCTION. 27.

QUIET ENJOYMENT.

— Assignment as beneficial owner of share bequeathed by will.

See WILL—CONDITION. 3.

— Covenant.

See LANDLORD AND TENANT—LEASE.
11, 43.

QUIT-RENT.

— Extinction by non-payment.

See COPYHOLD. 3.

QUO WARRANTO.

1. — *Alderman.*] *Quo warranto* will not lie to question the election of an alderman in any case where an election petition can be brought under s. 87 of the Municipal Corporations Act, 1882. REG. v. MORTON - - Div. Ct.
[1891] 1 Q. B. 39

2. — *Incompatible offices—Vestry clerk and churchwardens.*] The remedy by *quo warranto* does not apply to a non-corporate office unless there is both acceptance and user. The debt., while churchwarden, was proposed and elected as vestry clerk. He wrote a letter of thanks to

QUO WARRANTO—continued.

the electors, but did not act as vestry clerk:—*Held*, that what he had done was not such an exercise of the office of vestry clerk that *quo warranto* would not lie. REG. v. TIDY

[1892] 2 Q. B. 179

3. — *School Board.*] *Semble*, that the legality of an election of members of a school board may be questioned by *quo warranto*. RICHARDSON v. METHLEY SCHOOL BOARD - Kekewich J.

[1893] 3 Ch. 510

4. — *Vestry clerk.*] *Quo warranto* will lie to inquire into the validity of the election of a clerk to a vestry under the Vestries Act, 1850. REG. v. BURROWS - Div. Ct. [1891] 1 Q. B. 399

5. — *Vestryman.*] *Quo warranto* will lie in respect of usurpation of the office of vestryman created by the Metropolis Management Act, 1855. REG. v. SOUTTER - C. A. affirm. Div. Ct.
[1891] 1 Q. B. 57

QUORUM.

— of Directors.

See COMPANY—DIRECTORS—Quorum.

R.

RABBITS.

See GAME. 2.

— "Domestic animals."

See CRIMINAL LAW — CRUELTY TO ANIMALS. 2.

RAILWAY.

Accident, col. 719.

Companies Clauses Act, col. 719.

Management, col. 720.

Negligence, col. 720.

Passenger, col. 721.

Powers, col. 722.

Railways Clauses Act, col. 722.

Scheme of Arrangement, col. 725.

Works, col. 725.

By the Railway and Canal Traffic (Provisional Orders) Amendment Act, 1891 (54 & 55 Vict. c. 12), provision was made as to the powers of governing bodies and county councils with reference to bills for confirming provisional orders under 51 & 52 Vict. c. 25, s. 24.

By the Railway and Canal Traffic Act, 1892 (55 & 56 Vict. c. 44) the Act of 1888 was amended.

The Railway Regulation Act, 1893 (56 & 57 Vict. c. 29), amends the law with respect to the hours of labour of railway servants.

RAILWAY—ABANDONMENT.

— Release of Parliamentary deposit.

See PARLIAMENT—Deposits and Bonds.

RAILWAY—ACCIDENT.

Compensation—Finality of document discharging all claims.] A document signed by the injured passenger held to be a final discharge of his claims on the co., notwithstanding an alleged verbal reservation by him. *NORTH BRITISH RAILWAY CO. v. WOOD*

[H. L. (S.) [1891] W. N. 130]

RAILWAY—COLONIAL.

See CANADA—Dominion and Constitutional Law—As to Special Matters. 6, 7; Provincial Law, Manitoba. 2; Provincial Law, Ontario. 3.

RAILWAY—COMPENSATION.

See LAND—Acquisition, &c.

RAILWAY—COMPANIES CLAUSES ACTS.

1. — *Costs—Deposit.*] A person who had lent the money for the parl. deposit moved to restrain the directors of the co., until the deposit was repaid, from applying to Parl. for fresh powers, contrary to an agreement made by them as promoters of the rlwy. :—*Held*, that the motion must be refused because (1) the agreement was not binding on the co., as it could not be shewn that the co. had benefited by it; (2) that assuming the pltf. to be a creditor of the co., he had no right to inter-

RAILWAY — COMPANIES CLAUSES ACTS — continued.

ferre with the application of the co.'s funds; (3) that sect. 65 of the Companies Clauses Act, 1845, which directs a co. to pay promotion expenses, only gives a right of action against the co. and not a lien on its funds. *CUTBILL v. SHROPSHIRE RAILWAYS CO.*

[*Stirling J.* [1891] W. N. 65]

2. — *Service of writ—Scottish railway having short line in England.*] A railway co. having its governing body resident and domiciled in Glasgow had a short line in England which was under the Companies Clauses Act, 1845 :—*Held*, that the co. was a Scottish co., and that service of a writ under s. 135 of the Act at the principal office of the co. on the English part of the line was not good service. *PALMER v. CALEDONIAN RAILWAY CO.* — C. A. [1892] 1 Q. B. 823;

[*revers. Div. Ct.* [1892] 1 Q. B. 607]

RAILWAY—LANDS CLAUSES ACTS.

See LAND—Acquisition under Lands Clauses Acts.

RAILWAY—MANAGEMENT.

— Circular to servants.

See DEFAMATION—LIBEL. 18.

Cloak-room—Lien for charges—Goods deposited by bailee.] Where a bailee deposited an article at a rlwy. station cloak-room, as he was entitled to do by the contract of bailment, and after the determination of the contract the owners seek to recover it :—*Held*, that the rlwy. co. had a lien on it against the owners for the cloak-room charges. *SINGER MANUFACTURING CO. v. LONDON AND SOUTH WESTERN RAILWAY*

[*Div. Ct.* [1894] 1 Q. B. 833]

— Rates and charges.

See RAILWAY AND CANAL COMMISSION.

RAILWAY—NEGLIGENCE.

1. — *Common carrier—Liability—Loss by theft of company's servants—Special contract.*] Sect. 7 of the Railway and Canal Traffic Act, 1854, enacts that a rlwy. co. shall be liable in the absence of a signed or reasonable contract for loss "occasioned by the neglect or default of such co. or its servants" :—*Held*, that a loss by theft of a co.'s servant without negligence on the part of the co. was not within the s., and, therefore, that the co. could at common law protect themselves by a special contract, although such contract was not reasonable within the meaning of the Act. *SHAW v. GREAT WESTERN RAILWAY*

[*Div. Ct.* [1894] 1 Q. B. 373]

2. — *Fire from engine.*] A fire was caused by a spark from a locomotive which was of the best form, and though without a spark arrestor had no unusual tendency to throw out sparks :—*Held*, that the onus was on the appellants to shew

RAILWAY—NEGLECTENCE—continued.

that the rlwy. co. were guilty of negligence. *PORT GLASGOW AND NEWARK SAILCLOTH CO. v. CALEDONIAN RAILWAY CO.* - H. L. (S.) [1893] [W. N. 26]

3. — *Luggage—Injury by misfeasance.* A servant of the plff. took a ticket for a journey on the defts.' rlwy. His portmanteau contained a livery the property of the plff., which was destroyed by misfeasance on the part of a porter in the defts.' employ:—*Held*, that the defts. were liable in tort to the plff. *MEUX v. GREAT EASTERN RAILWAY* - C. A. [1895] 2 Q. B. 387
And see *RAILWAY PASSENGER*. 5.

RAILWAY—PARLIAMENTARY DEPOSIT.

See *PARLIAMENT—Deposits and Bonds*.

RAILWAY—PASSENGER.

1. — *Assault by fellow-passenger—Neglect—Liability of company.* The neglect of a rlwy. co. to supply reasonable accommodation will not enable the passenger to recover in an action for damages for assaults committed on him by fellow-passengers. *POUNDER v. NORTH EASTERN RAILWAY CO.* - Div. Ct. [1892] 1 Q. B. 335

[But see hereon observations of Earl of Selborne on *COBB v. GREAT WESTERN RAILWAY*, H. L. (E.) [1894] A. C. 419, at p. 423.]

2. — *Bye-law—Validity—Penalty—Ticket not available—Absence of fraud.* A by-law of a rlwy. imposed a penalty on using a ticket on a day on which it was not available:—*Held*, that a person who was not guilty of fraud or intent to defraud was not liable to be convicted, and that the bye-law was invalid. *HUFFAM v. NORTH STAFFORDSHIRE RAILWAY* - Div. Ct. [1894] 2 Q. B. 821

— *Contract that railway shall not be liable for negligence.*

See *INFANT—Contracts*. 2.

3. — *Fare—Condition on ticket—Ticket used for station beyond that to which available.* The deft. took a special excursion ticket from P. to W. and back at a reduced fare. The ticket contained a condition that if used for any other station it would be forfeited and the full fare charged. The deft. travelled to and returned from H., a station beyond W., paying the ordinary fare for the journeys between H. and W.:—*Held*, that the condition was applicable to stations beyond that named on the ticket as well as to intermediate stations; that the deft. had used the ticket for a journey to a station other than that named on it, and that the rlwy. were entitled to treat the ticket as forfeited. *GREAT NORTHERN RAILWAY v. PALMER* - Div. Ct. [1895] 1 Q. B. 862

4. — *Fare—Ticket used for station other than that for which it is available.* The deft. took a tourist ticket to X. costing 8s.; he alighted at Y., a station short of X., and to which the fare was 9s.: his ticket contained a condition that if used for any other station it would be forfeited and the full fare charged. He did not give up his ticket at Y., but took another ticket to his destination on a branch line:—*Held*, that an action in the county court to recover the fare was maintainable, as it was one of contract and not for a penalty. *GREAT NORTHERN RAILWAY CO. v. WINDER*

[Div. Ct. [1892] 2 Q. B. 595]

RAILWAY—PASSENGER—continued.

5. — *Injury to luggage—Servant taking with him property of employer.* Where a servant travelling as a passenger with a ticket takes as part of his luggage property of his master the master cannot sue on the contract to carry the servant with respect to injuries due to the master's property. *MEUX v. GREAT EASTERN RAILWAY*

[C. A. [1895] 2 Q. B. 387]

6. — *Personal injury—Contract—Tort.* An action by a passenger against a rlwy. for personal injuries caused by the negligence of the co.'s servants is founded on tort and not on contract—

(A) even though the passenger has taken a ticket. *TAYLOR v. MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY* - C. A. [1895] 1 Q. B. 134

(B) or though the negligence charged is an act of omission and not of misfeasance. *KELLY v. METROPOLITAN RAILWAY* - C. A. [1895] 1 Q. B. 944

7. — *Robbery in train—Overcrowding.* A passenger claimed damages for loss by robbery in the defts.' train on the grounds (1) that the station-master at the station where the robbery occurred refused to detain the train to enable him to recover the money and arrest the thieves, and (2) that the robbery was directly due to overcrowding:—*Held*, (1) that, under the circumstances, there was no duty cast on the station-master to detain the train, and therefore no cause of action was shewn; (2) that the damage was too remote. *COBB v. GREAT WESTERN RAILWAY*

[C. A. [1893] 1 Q. B. 459;

[affirm. by H. L. (E.) [1894] A. C. 419]

RAILWAY—POWERS.

1. — *Arches, temporary letting of, for purposes of profit—Implied powers.* A rlwy. co. authorized by its special Act to acquire land for the purposes of the rlwy. and works has also the implied power of using land so acquired in any manner which is not an infringement of the legal rights of others, and which is not inconsistent with the purposes for which the co. was constituted. Therefore a rlwy. co. can let the interiors of arches on which its line is built for profit if they retain the right to resume possession. *FOSTER v. LONDON, CHATHAM AND DOVER RAILWAY CO.*

[C. A. [1895] 1 Q. B. 711]

2. — *Debentures—Issue at discount.* An agreement by a rlwy. co. to issue fully paid-up original stock and debentures at a discount are legal, subject to the liability of the directors for issuing the stock below its value without necessity. *Quere*, if the shares were liable to calls whether the agreement would be legal. *WEBB v. SHEPESHIRE RAILWAYS CO. WHADCOAT v. SAME. LONDON FINANCIAL ASSOCIATION v. WHADCOAT*

[C. A. affirm. *Romer J.* [1892] 3 Ch. 307]

RAILWAY—RAILWAYS CLAUSES ACT.

— *Contract to make accommodation works.*

See *RAILWAY—WORKS*. 1, 2.

1. — *Deposited plans.* When a co. seek to obtain power to acquire a limited portion only of a piece of land of great extent which is not broken up into closes, they must frame their deposited plans in such a way as to shew how

RAILWAY—RAILWAYS CLAUSES ACT—contd.

much of it they mean to acquire power to take.
PROTHEROE v. TOTTENHAM AND FOREST GATE RAILWAY CO. C. A. affirm. *Kekewich J.* [1891] 3 Ch. 278

— *Lateral deviation—Meaning of.*

See STATUTES (INTERPRETATION) — General. 14.

2. — *Minerals—Open workings—Clay.* The ptffs. sold land to the defts., reserving the minerals. They subsequently gave notice to the defts. of their intention to work the minerals, but the defts. did not purchase:—*Held*, that the ptffs. were entitled under the Railways Clauses Act, 1845, ss. 77, 79, to enter the land sold to the defts. and to work their minerals, clay, in the ordinary manner, i.e., by open workings, and for this purpose to remove the ballast, rails, and surface soil lying above the clay. **RUABON BRICK AND TERRA COTTA CO. v. GREAT WESTERN RAILWAY CO.** C. A. [1893] 1 Ch. 427

3. — *Mines—Purchase by rlwy. co. of all sub-jacent strata except coal—Right of coal-owner to compensation before commencing working.* The mutual rights are not altered by the fact that the co. has taken some of the underground strata as well as surface, and the landowner cannot recover compensation for ungotton coal until the time arrives for working the pits. *In re LORD GEBARD AND THE LONDON AND NORTH WESTERN RAILWAY.* [Div. Ct. [1894] 2 Q. B. 915; affirm. by C. A. [1895] 1 Q. B. 459]

4. — *Mines—Subjacent and adjacent support—Subsidence.* A horse tramway was originally authorized by an Act of 1825, which excepted mines which might be worked so as not to injure the co.'s tram-road authorized by that Act. In 1830 the surface lands were conveyed to the co. By an Act of 1855 the Railways Clauses Act, 1845, was incorporated, and provision was made for altering the line so as to be suitable to locomotive engines; acts previously done, and all rights and liabilities consequent thereon, were saved. The defts., owners of the subjacent mines, gave notice under s. 78 of the Railways Clauses Act, 1845, of intention to work the mines, and on refusal by the rlwy. co. to pay compensation commenced working, and thereby caused subsidence of the surface and rlwy.:—*Held*, that the rlwy. co. were entitled under the conveyance to a right of support without compensation which had not been lost by the conversion of the tramway into a rlwy., nor by the Act of 1855; and that the defts. must be restrained by injunction from letting down the surface or the rlwy. **GREAT WESTERN RAILWAY v. CEFN CRIBBEW BRICK CO.** — *Kekewich J.* [1894] 2 Ch. 157

5. — *Mines—Support—Compensation for minerals unworked—Arbitration.* The provisions of the Lands Clauses Act, 1845, relating to the assessment of compensation, apply to compensation under s. 78 of the Railways Clauses Act, 1845. The owner of mines under a rlwy. gave notice of intention to work them. The rlwy. required a certain amount of support to be left. Arbitrators were appointed to settle the amount of compensation:—*Held*, that the owner's claim was made under s. 78 of the Railways Clauses Act, and therefore the provisions of the Lands

RAILWAY—RAILWAYS CLAUSES ACT—contd.

Clauses Act as to the assessment of compensation applied, and therefore the rlwy. was bound to take up the award. **REG. v. LONDON AND NORTH WESTERN RAILWAY** Div. Ct. [1894] 2 Q. B. 513

6. — *Several land—Level crossing—Severance—Easement.* A rlwy. was made through the land of R., and pursuant to an award a level crossing was provided under the Rlws. Cl. Act, 1845, s. 68, as an accommodation work, and by the conveyance to the co. a right of way over it was reserved to R. and his successors in title, and the co. covenanted to maintain it. Afterwards R. sold and conveyed his land on one side of the rlwy. to P., not mentioning the crossing, and not giving P. any right of way over the land retained, nor reserving any right of way over the land sold. Afterwards the land retained by R. was sold to G., who insisted on his right to use the crossing:—*Held*, that after the conveyance to P. there was no right to use the crossing, and that the co. were at liberty to stop it:—*Held*, further, that the right to the crossing was finally abandoned by the conveyance to P., and would not be revived if the lands on the two sides of the rlwy. should again become vested in the same person. **MIDLAND RAILWAY v. GRIBBLE WRIGHT J.** [1895] 2 Ch. 129; [C. A. [1895] 2 Ch. 827]

7. — *Temporary possession—Purpose.* A rlwy. gave notice that they intended to take a piece of land in order to build a temporary rlwy., which rlwy. was to save the trouble and expense of carting materials from a highway:—*Held*, that the authority given by s. 32 of the Railways Clauses Act, 1845, to take temporary possession of land for the purposes of forming roads does not include taking for the purpose of forming a railroad, and can only be so taken when the taking is necessary for making the line authorized by the co.'s special Act, and mere saving of expense in construction does not constitute such necessity. **MORRIS v. TOTTENHAM AND FOREST GATE RAILWAY CO.** North J. [1892] 2 Ch. 47

8. — *Time for constructing works.* The power given by the Rlws. Cl. Act, 1845, s. 16, from time to time to alter, repair, or discontinue and substitute other works is not limited as to time by a provision in a special Act that the rlwy. thereby authorized should be completed in 5 years. **ELMSLEY v. NORTH EASTERN RLY CO.**

[North J. [1895] W. N. 161 (9)]

9. — *Ventilating shaft—Damage from working—Damage from construction.* A rlwy. co. were by their special Act authorized to construct an underground rlwy. A ventilating shaft was made near the back of a dwelling-house, of which H. subsequently became lessee. The co. then enlarged the opening and greatly increased the quantity of smoke, steam, and foul air coming to H.'s house:—*Held*, that whether the alteration was made by the co. in the exercise of their rights as owners of the land, or under the powers given by s. 16 of the Railways Clauses Act, 1845, H. had no right to compensation, since, as the alteration would cause no damage to him if the line were not used, the damage arose from the working of the line and not from the construction. **ATTORNEY-GENERAL v. METROPOLITAN RAILWAY** [C. A. [1894] 1 Q. B. 384]

RAILWAY—RATES AND TAXES.— *Land tax on tunnel.*

See LAND TAX. 1.

— *Poor-rate on.*See RATES—Rateable Occupation. 5,
10, 11, 13, 17—19.— *Rating—Tramway.*

See RATES—Rateable Occupation. 18.

RAILWAY—REGULATION.— *Agreement to stop trains.*

See SCOTTISH LAW—Railway. 3.

— *Amalgamation.*

See STAMPS. 4.

— *Traffic.*See RAILWAY AND CANAL COMMISSION.
6—9.— *Undue preference—Jurisdiction.*See RAILWAY AND CANAL COMMISSION.
10—12.**RAILWAY—SCHEME OF ARRANGEMENT.**

1. — *Confirmation by Court.*] Where a scheme required the sanction of an Act of Parl., ordered, that the petition for confirmation should stand over generally, the parties to apply to restore it if at any time during the following year they could shew there was a good prospect of the bill becoming law. *In re EASTERN AND MIDLAND RAILWAY CO.* - Kekewich J. [1892] W. N. 173

2. — *Preference shareholders, assent of.*] A scheme of arrangement was settled which altered the rights of the preference shareholders, but as a whole was beneficial to them. On a petition to the Court to confirm the scheme, notwithstanding that the statutory two-thirds of the preference shareholders had not assented:—*Held*, that the assent of the statutory majority of a class to a scheme of arrangement under the Railway Companies Act, 1867, cannot be dispensed with under s. 15 if any existing right of that class is prejudicially affected, it being for them and not for the Court to consider whether the scheme gives such benefits that their rights on the whole are not prejudicially affected. *In re NEATH AND BRECON RAILWAY CO.* - C. A. affirm. North J. [1892] 1 Ch. 349

RAILWAY—SCOTLAND.

See SCOTTISH LAW—Railway.

RAILWAY TRAFFIC.

See RAILWAY AND CANAL COMMISSION.

RAILWAY—TRUCK ACTS.

See MASTER AND SERVANT—Truck. 2, 3

RAILWAY—WORKS.

1. — *Accommodation works—Compensation—Statutory officer.*] Where by a special Act the promoters of a rly. were authorized to take lands, through a govt. officer, compensation being payable by the govt., and the owners of the land were entitled to such accommodation works as may be fixed by agreement when the amount of the compensation is being settled:—*Held*, that as the statutory power of assessing compensation was entrusted to the officer, the making of agreements for accommodation works was within the scope of his authority, and he could within reasonable limits bind the co., although the statutory duty

RAILWAY—WORKS—continued.

of paying for such works was on the co. *WEST INDIA IMPROVEMENT CO. v. ATTORNEY-GENERAL OF JAMAICA* - J. C. [1894] A. C. 243

2. — *Accommodation works—Transfer to new co.—Specific performance of covenants.*] Where a rly. has, as part of the consideration for land purchased under its special Act, entered into covenants to provide accommodation works and to perform personal services, and by a subsequent Act the rly. is dissolved and its undertaking transferred to another rly. "subject to the obligations and liabilities" of the old rly., the landowner can maintain an action against the new rly. for specific performance of all the covenants, including that for personal services. Form of judgment against rly. for specific performance of all the covenants considered.

(A) *FORTESCUE v. LOSTWITHIEL AND FOWEY RAILWAY* - Kekewich J. [1894] 3 Ch. 621

(B) *JERSEY (EARL OF) v. GREAT WESTERN RAILWAY* - C. A. [1894] 3 Ch. 626, n.

3. — *Station works—Special Act.*] The provisions of a rly. co.'s special Act as to stations held to override the general provisions of the Metropolitan Building Acts. *CITY AND SOUTH LONDON RAILWAY CO. v. LONDON COUNTY COUNCIL* C. A. affirm. Div. Ct. [1891] 2 Q. B. 513

RAILWAY AND CANAL COMMISSION.*Statutes*, col. 726.*Reports and Returns*, col. 726.*Jurisdiction and Practice*, col. 727.**Statutes.**

By the Railway and Canal Traffic Act, 1894 (57 & 58 Vict. c. 54), the Railway and Canal Traffic Act, 1888, was amended, and provision was made as to complaints as to rates and charges raised since 1892, the power of the Comms. to award costs was restricted, and the allowance of a rebate on siding rates was provided for.

Reports and Returns.

The appendix to each annual report of the Railway and Canal Commission contains the judgments delivered by the Commission. These Reports are published as follows:—

Report.	Year.	Reference to Parl. Paper in which Return is published.				
		Session.	Number at foot of Paper.	Vol.	Page.	Price.
6th	1894	1895	C. 7721	..	..	d. 2
5th	1893	1893-4	C. 7282	25	763	1½
4th	1892	1893-4	C. 6994	25	751	1½
3rd	1891	1892	C. 6659	27	823	1½
2nd	1890	1890-1	C. 6337	26	618	1½

Return showing the number of days on which the Rly. Comms. held sittings in the years 1889, 1890, and 1891. Parl. Paper, 1892 (161). Price ¼d.

RAILWAY AND CANAL COMMISSION—contd.**Jurisdiction and Practice.**

1. — *Increase of rate—Class of goods.* On a complaint as to an unreasonable increase of rate in a class of goods a *rlwy. co.* may justify generally the rate for the whole class, and a demand for particulars to identify specific goods as to which the increase of rate might be alleged to be unreasonable, is premature until the general justification has been dealt with. *MANSION HOUSE ASSOCIATION ON RAILWAY AND CANAL TRAFFIC FOR THE UNITED KINGDOM (INCORPORATED) v. GREAT WESTERN RAILWAY CO.* C. A. affirm. Collins J. [1895] 2 Q. B. 141

2. — *Jurisdiction.* Sect. 6 of the Railway Traffic Act, 1854, and s. 9 of the Railway and Canal Traffic Act, 1888, do not confer upon the Railway and Canal Commrs. exclusive jurisdiction to determine whether reasonable facilities for traffic have been given, or excessive rates charged under special Acts prior to the passing of these general Acts. *BARRY RAILWAY CO. v. TAFF VALE RAILWAY CO.*

[C. A. affirm. Chitty J. [1895] 1 Ch. 128]

3. — *Practice—Costs—Appeal.* Sect. 2 of the Railway and Canal Traffic Act, 1894, applies only to costs before the Railway and Canal Commission, and does not apply to the costs of an appeal from that tribunal to the C. A. *MANSION HOUSE ASSOCIATION ON RAILWAY AND CANAL TRAFFIC FOR THE UNITED KINGDOM (INCORPORATED) v. GREAT WESTERN RAILWAY CO.*

[C. A. [1895] 2 Q. B. 141, at p. 148]

4. — *Practice—Costs—Counsel's fees—Three Counsel.* Where costs are awarded on an application to the Railway and Canal Commission not more than two counsel will be allowed as between party and party, unless the case is one in which a reasonable man acting with ordinary prudence would not go into court without three counsel. The chance of counsel being absent is not to be taken into consideration. *GLAMORGAN COUNTY COUNCIL v. GREAT WESTERN RAILWAY CO.* [1895] 1 Q. B. 21

5. — *Practice—Particulars—Complaint by association.* An association certified under s. 7 of the Railway and Canal Traffic Act, 1888, complained of an increase of rates on certain classes of goods made since 1892 as unreasonable:—*Held*, that the association could not be called on to give particulars of traders represented by them or in respect of whose traffic the complaint was made. *MANSION HOUSE ASSOCIATION ON RAILWAY AND CANAL TRAFFIC FOR THE UNITED KINGDOM (INCORPORATED) v. GREAT WESTERN RAILWAY CO.*

[C. A. affirm. Collins J. [1895] 2 Q. B. 141]

6. — *“Reasonable facilities”—Closing of station for passenger traffic—Jurisdiction.* *Held*, by the Railway and Canal Commission, that where a *rlwy. co.* close a station for passenger traffic, at which there is a substantial amount of such traffic, without providing an equivalent, they commit a breach of their obligation “to afford all reasonable facilities for the receiving and forwarding and delivering of traffic,” pursuant to s. 2 of the Railway and Canal Traffic Act, 1854, and the Commn. ordered the *co.* “to afford reasonable facilities for receiving and forwarding and deli-

RAILWAY AND CANAL COMMISSION—Jurisdiction and Practice—continued.

vering of passenger traffic upon and from the said *rlwy.*” *Revers.* by C. A., on the ground that the Commn. had no jurisdiction to make the order: by *Esher M.R.*, and *Smith L.J.*, on the ground that the Act does not compel a *rlwy. co.* to maintain and use its *rlwy.* and stations; by *Kay L.J.* on the ground that an order to keep a station open if it would compel the *rlwy. co.* to carry on business at a loss was not an order on them to give reasonable facilities. *DARLASTON LOCAL BOARD v. LONDON AND NORTH WESTERN RAILWAY* C. A. [1894] 2 Q. B. 694 *revers.* [1894] 2 Q. B. 45

7. — *Reasonable facilities—Jurisdiction.* The Act of the *pltf. rlwy.* provided that the *def. rlwy.* should afford them reasonable facilities, at rates per mile not greater than the lowest rate charged by the *def. rlwy.* for similar traffic, and also that if on application to the *Rlwy. Commrs.* as arbitrators, they should decide that the *def. rlwy.* had failed to give any of such facilities, the *pltf. rlwy.* should be entitled to certain relief:—*Held*, that even if the latter provision applied to a complaint that the *def. rlwy.* had been charging the *pltf. rlwy.* rates higher than they were entitled to charge, it did not confer on the *commrs.* an exclusive jurisdiction, nor oust the ordinary jurisdiction of the Court:—*Held*, also, that s. 9 of the Railway and Canal Traffic Act, 1888, and s. 6 of the Act of 1854 did not in such a case confer exclusive jurisdiction on the *commrs.* *BARRY RAILWAY CO. v. TAFF VALE RAILWAY CO.*

[C. A. affirm. Chitty J. [1895] 1 Ch. 128]

8. — *Through traffic—Special services.* Where a *rlwy.* in consideration of an annual payment were allowed to run their trains along a pier on a *rlwy.* belonging to the Admiralty:—*Held*, that the *rlwy.* were not entitled, in the absence of any statutory power or express contract, to make a charge, in excess of the maximum charges authorized by their statutes, for the special service of carrying passengers and their luggage over the line belonging to the Admiralty. *NICHOLSON v. LONDON, CHATHAM AND DOVER RAILWAY*

[Mathew J. [1895] W. N. 91]

9. — *Through traffic—Statutory obligation enforceable by public—Group rates.* A clause in a *rlwy. co.'s* special Act limiting the rates for certain traffic—the result of a parliamentary contest between two *rlwy. cos.*—has the effect, not merely of a contract between the two *cos.*, but of a statutory obligation which may be enforced by any person chargeable with the rates for such traffic.—*Per Lord Watson*: The power conferred by the Railway and Canal Traffic Act, 1888, s. 29, to fix group rates “notwithstanding any provision in any general or special Act,” cannot affect the rate chargeable, under express statutory provisions, for the conveyance of traffic to any terminus which is not included in the group. *TAFF VALE RLYW. CO. v. DAVIS & SONS.*

[H. L. (E.) [1895] A. C. 542 *revers.* C. A. [1894] 1 Q. B. 43]

10. — *Undue preferences—Competition.* *Semble*, that the effect of s. 27 of the Railways, &c.,

RAILWAY AND CANAL COMMISSION—Jurisdiction and Practice—continued.

Act, 1888, is not to limit the Court in dealing with questions of alleged undue preference to the consideration whether the lower charge is necessary for the interests of the public. An association of traders in grain and flour at L. complained against the deft. co. for undue preference by charging lower rates from C. to B. in comparison with those charged from L. to B., a shorter distance. The lower rates had been fixed with reference to competition with other lines for traffic from C. to B.:—*Held*, on the facts of the traffic, that there was undue preference. **LIVERPOOL CORN TRADE ASSOCIATION, LD. v. LONDON AND NORTH WESTERN RAILWAY CO.** — **Rlwy. and Canal**

[**Commrs.** [1895] 1 Q. B. 120

11. — *Undue preference—Lower tolls or rates.* The fact that a trader has access to a competing route for the carriage of his goods may be taken into consideration by the Rlwy. Commrs. or the Court in deciding whether lower tolls or rates charged to such trader by a rlwy. co. constitute an undue preference within the meaning of the Railway and Canal Traffic Acts, 1854 and 1888. **PHIPPS v. LONDON AND NORTH WESTERN RAILWAY CO.** — **C. A.** [1892] 2 Q. B. 239

12. — *Undue preference—Home and foreign merchandise.* All inequalities in rates as between home and foreign merchandise are not prohibited; but if the rlwy. co. can justify the admitted differences, had the goods in both cases been home goods, the co. are not debarred from relying on those facts as an answer merely because the goods in question are of foreign origin. **MANSON HOUSE ASSOCIATION ON RAILWAY TRAFFIC v. LONDON AND SOUTH WESTERN RAILWAY**

[**Rlwy. and Canal Commrs.** [1895] 1 Q. B. 927

"RAISING."

— of Money.

See COMPANY—DEBENTURE. 9.

RATES.

Appeal, col. 729.

Assessment, col. 730.

Exemptions, col. 731.

Rateable Occupation, col. 732.

Recovery, col. 736.

Appeal.

1. — *Costs of—Assessment committee respondents.* Where there are several appeals by the same persons against a rate, the assessment committee must obtain the consent of the guardians to appear as respondents in each case to entitle them to costs in that case. **REG. v. ESSEX (JUSTICES OF) (No. 2)** — **C. A.** [1895] 1 Q. B. 38

— *Justices—Disqualification.*

See JUSTICES—Disqualification by Interest. 2.

2. — *London county—Appeal against individual assessments—Effect on totals.* Under s. 32 of the Metropolis Valuation and Assessment Act, 1869, appeals were brought by ratepayers against the valuation lists of four parishes in a union on the ground that the gross and rateable values of specific hereditaments comprised in the lists as

RATES—Appeal—continued.

made and approved were too high. No appeal was brought against the totals. Some of the values were reduced, but the totals were not altered by the Quarter Sessions:—*Held*, that the reduction did not alter the total gross and rateable values for each parish appearing in the valuation lists, and that the lists remained conclusive on each parish notwithstanding alteration in the individual assessments. **REG. v. GUARDIANS OF WOOLWICH UNION** Div. Ct. [1891] 2 Q. B. 712

3. — *London county—Appeal against totals—Effect as to individual assessments.* Under s. 32 of the Metropolis Valuation and Assessment Act, 1869, there is no right of appeal against totals on the ground that individual assessments are too low. *Quære*, whether the London County Council is a party aggrieved with the s. so as to be entitled to appeal against totals. **REG. v. LONDON COUNTY JUSTICES (No. 2)** **C. A.** [1893] 2 Q. B. 476; *affirm. sub-nom.* **LONDON COUNTY [COUNCIL v. ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION H. L. (E.)** [1894] A. C. 600

Assessment.

1. — *Cotton mills—Stoppage during strike—Occupation.* Two days before making the assessment on cotton mills a strike occurred. During the strike the mills were occupied for the purpose of keeping the machinery in order. The valuation list was objected to. When the objection was heard the strike had ceased. The assessment committee declined to amend the list:—*Held*, that the assessment was valid, as the committee were not bound to take into consideration this particular strike, and it did not appear that they had disregarded the general consideration of strikes.—*Held*, also, that the assessment, having been properly made, could not be reduced by treating the mills as warehouses for storing machinery only during the strike. **HOYLE & JACKSON v. OLDHAM (ASSESSMENT COMMITTEE, &c.)** — **C. A. affirm. Div. Ct.** [1894] 2 Q. B. 372

2. — *Docks in several parishes—Apportionment.* In assessing to the poor-rate docks which extend over more than one parish the rateable value should, if possible, be ascertained by attributing to each parish the receipts earned and the expenses incurred therein, and not by obtaining a rateable value for the whole of the docks, and then allocating this value to each parish in proportion to the water area of the docks in that parish. **HULL DOCKS CO. v. SCULCOATES UNION (GUARDIANS)** — **H. L. (E.)** [1895] A. C. 136 [*affirm. C. A.* [1894] 2 Q. B. 69

3. — *Functions of assessment committee.* An assessment committee is not a court or tribunal exercising judicial functions in the legal acceptance of the term. **REG. v. ASSESSMENT COMMITTEE OF ST. MARY ABBOTT'S, KENSINGTON**

[**C. A. affirm. Div. Ct.** [1891] 1 Q. B. 378, at p. 382

— *London county.*

See LONDON COUNTY—VALUATION.

— *Objections—Representation by agent.*

See No. 6, below.

4. — *Public-house—Weekly takings.* In assessing a public-house evidence of the weekly

RATES—Assessment—continued.

takings is not admissible in evidence in ordinary cases, and the ordinary test is to inquire what rent would be given for the house, and not what would be given for the business carried on there.

DODDS v. SOUTH SHIELDS UNION

[C. A. [1895] 2 Q. B. 133

5. — *Valuation list—Approval by committee before expiration of statutory period.* If an assessment committee approve a valuation list before the expiration of twenty-eight days after public notice of the deposit of such list by the overseers, the valuation list and any rate made thereunder are void by s. 18 of the Union Assessment Committee Act, 1863. The effect of the s. is not taken away by s. 1 of the Act of 1864. *REIGATE UNION (ASSESSMENT COMMITTEE) v. SOUTH EASTERN RAILWAY CO.*

[Div. Ct. [1894] 1 Q. B. 411

6. — *Valuation list—Objector's right to appear by agent.* Under the Union Assessment Committee Act, 1862, a person aggrieved by a valuation list is entitled to be represented before the assessment committee on objections under s. 18 by an agent who is neither a member of the legal profession nor a member of the objector's family or household, and such agent is also entitled to be heard as a skilled witness. *REG. v. ST. MARY ABBOTTS ASSESSMENT COMMITTEE OF KENSINGTON* - Div. Ct. affirm. by C. A. [1891] 1 Q. B. 378

Borough Rate.

See BOROUGH (ENGLAND) — Corporate Contracts; Mayor's Salary.

Church Rate.

See ECCLESIASTICAL LAW—Church Rate.

Commissioners of Sewers.

See SEWERS (COMMISSIONERS OF). 1.

County Rate.

See COUNTY—Rate.

Exemptions.

1. — *Art union—"Voluntary contribution."* *Held*, that a society, the members of which in return for their subscription receive an engraving, and the chance of winning a prize to be expended in the purchase of a work of art, is a society instituted for purposes of the fine arts exclusively, and (Smith L.J. dissenting) that such a society is supported by annual voluntary contributions, and therefore exempt from rateability under 6 & 7 Vict. c. 36. *ART UNION OF LONDON v. OVERSEERS OF THE SAVOY* - C. A. [1894] 2 Q. B. 609

2. — *Crown property—Volunteer corps.* Premises occupied by, and used solely for the purposes of the service of, a volunteer corps are exempt from poor-rate, although parts, such as the mess-rooms, &c., and quarters of the resident non-commissioned officers, are not store-houses within s. 26 of the Volunteer Act, 1863. *PEARSON v. ASSESSMENT COMMITTEE OF HOLBORN UNION* [Div. Ct. [1893] 1 Q. B. 389

3. — *Property used for public purposes—Police officer's residences—Crown property.* The exemption from rateability of property occupied for the purposes of the government of the country does

RATES—Exemptions—continued.

not apply to tenements occupied as residences by constables of a county police force in a county building at a rack-rent deducted from their pay where such tenements are not an integral part of the county building, and the fact that the constables are bound by the terms of their service to reside there does not alter the case. *SHOWERS v. ASSESSMENT COMMITTEE OF CHELMSFORD UNION*

[C. A. affirm. Div. Ct. [1891] 1 Q. B. 339

Highway Rate.

See HIGHWAY—Repairs. 12.

Lighting Rate.

See STREETS AND BUILDINGS—Lighting.

Publication.

See HIGHWAY—Repairs. 12.

Rateable Occupation.

1. — *Advertising station.* A builder let a hoarding erected by him round land on which he was building under contract and not otherwise occupied within s. 3 of the Advertising Stations Rating Act, 1889, for advertisements:—*Held*, that he was in beneficial occupation, and therefore rateable under s. 3. *CHAPPELL v. OVERSEERS OF ST. BOTOLPH* - [1892] 1 Q. B. 561

— *Canal.*

See No. 17, below.

2. — *Coal mine—Lighting and watching rate.* Coal mines are "property (other than land) rateable to the relief of the poor," and are therefore, under s. 33 of the Lighting and Watching Act, 1833, rateable on the higher scale although the mines cannot derive any benefit from the rate. *THURSBY v. CHURCHWARDENS OF BRIERCLIFFE-WITH-EXTWISTLE* - Div. Ct. [1894] 1 Q. B. 567; [affirm. by C. A. [1894] 2 Q. B. 11; [affirm. by H. L. (E.) [1895] A. C. 32

3. — *Company in liquidation—Liability for rates.* The test as to whether a company in liquidation is liable to payment of rates in full is whether there has been a "beneficial occupation" of the premises within the meaning of ordinary rating cases. Therefore, where a liquidator places a caretaker in possession of leaseholds on which are plant, intending to sell the premises and plant, but not to sell the business as a going concern, he must pay in full rates made after the commencement of the winding-up. *In re BLAZER FIRE LIGHTER, LD.* - V. Williams J. [1895] 1 Ch. 403

4. — *Docks—Canal company.* On the construction of an agreement entered into by the Mersey Docks and Harbour Bd. (in whom the Liverpool Docks are vested) under their special Act, by which that Bd. agreed to set apart and appropriate to a canal co. a berth in the docks:—*Held*, that by the intention of the parties as expressed in the agreement, the dock co. had not parted with the exclusive possession of the premises, and that the canal co. were therefore not rateable in respect of their occupation. *ROCHDALE CANAL CO. v. BREWSTER*

[C. A. affirm. Div. Ct. [1894] 2 Q. B. 859

5. — *Dock railways—Incapacity to charge tolls.* Where a dock co. were prohibited by

RATES—Rateable Occupation—continued.

statute from taking tolls for the use of the dock rlwys. :—*Held*, since no rent could be earned by the co. because of the statutory prohibition, the rent which could have been earned but for that prohibition ought not to be taken into consideration in determining the rateable value of the co.'s property. **HULL DOCKS CO. v. SCULCOATES UNION (GUARDIANS)** - **H. L. (E.) [1895] A. C. 136** [revers. C. A. [1894] 2 Q. B. 69]

6. — *Gas mains—Easement.* By a local Act the B. local bd. had the exclusive right of laying down gas-pipes in B., were obliged to keep all present and future gas mains and lamps in repair, and to afford to the corporation of S., who were the owners of gas works in, and empowered to supply gas in B., the use of the mains for the supply of gas for public and private purposes in consideration of certain payments. The local bd. laid down mains and kept them in repair. The corporation laid down service pipes at the expense of the private consumers, kept them in order, and collected the gas rates :—*Held*, that the corporation had not an "occupation" of the mains and pipes, but only an easement to use them, and were not liable to be rated in respect of them. **SOUTHPORT (CORPORATION) v. ORMSKIRK ASSESSMENT COMMITTEE**

[Div. Ct. [1893] 2 Q. B. 468 ;
[O. A. [1894] 1 Q. B. 196]

7. — *Industrial school—County Council.* A County Council is rateable to the poor-rate in respect of their occupation of a certified industrial school established by justices under the Industrial Schools Acts, 1866 and 1872, and vested in the Council under the Local Government Act, 1888. **DURHAM COUNTY COUNCIL v. CHESTER-LE-STREET ASSESSMENT COMMITTEE AND CHURCHWARDENS, &c., OF PARISH OF WITTON GILBERT** - **Div. Ct. [1891] 1 Q. B. 330**

8. — *Part of a house.* A house not structurally severed was let partly to one tenant and partly to another, and each had the exclusive occupation of the part let to him. There was a staircase leading from the front door to the upper rooms, and a joint user of the front garden and the back yard, in which was a closet :—*Held*, that the tenants could not be rated as joint occupiers, but that each was the occupier of a separate tenement capable of being rated, and each should be rated separately. **ALLCHURCH v. ASSESSMENT COMMITTEE AND GUARDIANS OF HENDON** C. A. affirm. Div. Ct. [1891] 2 Q. B. 436

9. — *Police—Residence of chief constable.* The rule exempting from rateability property occupied for the purposes of the govt. of the country :—*Held*, not to apply to the residences beneficially occupied by the chief constable and chief police officers within the precincts of the barracks of the county constabulary. **SHOWERS v. CHELMSFORD UNION ASSESSMENT COMMITTEE** [C. A. affirm. Div. Ct. [1891] 1 Q. B. 339]

10. — *Promoters of undertaking—Deficiency in rates caused by taking lands.* Where a rlwy. had purchased houses outside the limits of deviation to avoid opposition :—*Held*, that the houses were "taken for the purposes of the works," and the rlwy. was liable under s. 133 of

RATES—Rateable Occupation—continued.

the Lands Clauses Act, 1845, for a consequent deficiency of the assessment, and that the deficiency must be computed on the rental of the houses when taken, and that the fact that some were then unoccupied was immaterial to the computation. **OVERSEERS OF PUTNEY v. LONDON AND SOUTH WESTERN RAILWAY CO.**

[Div. Ct. [1891] 1 Q. B. 182 ;
[affirm. by C. A. [1891] 1 Q. B. 440]

11. — *Promoters of undertaking—Deficiency in rates caused by taking lands—Liability where rates compounded for.* Where promoters of an undertaking take land, the owners of houses on which had agreed with the local authority under s. 3 of the Poor Rate Assessment and Collection Act, 1869, to pay the rates instead of the occupiers in consideration of a reduction of 25 per cent. :—*Held*, that the deficiency which the promoters are liable to make good must be computed having regard to the rateable value at the time the special Act was passed, and that they are not entitled to claim the reduction. **VESTRY OF ST. LEONARD, SHOREDITCH v. LONDON COUNTY COUNCIL** - **Div. Ct. [1895] 2 Q. B. 104**

12. — *Quays—Harbour dues.* Harbour commrs. were empowered by special acts to levy certain dues on vessels entering, &c., and on all goods shipped or unshipped in the harbour. They occupied certain quays adjoining the harbour, the facilities afforded by which largely contributed to the amount of dues; but the soil of the harbour was not vested in them, and there were other places in the harbour where vessels might be moored and goods shipped :—*Held*, that no part of the dues received by the Commrs. was sufficiently connected with their occupation of the quays to be taken into account as enhancing their rateable value. **BLYTH HARBOUR COMMISSIONERS v. NEWSHAM AND SOUTH BLYTH CHURCHWARDENS AND TYNEMOUTH ASSESSMENT COMMITTEE**

[Div. Ct. [1894] 2 Q. B. 293 ;
[affirm. by C. A. [1894] 2 Q. B. 675]

13. — *River bed.* A rlwy. co. held not to be rateable in respect of the natural bed of a river forming part of a canal navigation vested in them under special Acts on the ground that they were not occupiers, but had only an easement therein. **ASSESSMENT COMMITTEE OF THE DONCASTER UNION v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY CO.** - **H. L. (E.) [1895] A. C. 133, n.**

14. — *Sewage works—Pumping-station—Outfall works.* Sewage works, including a pumping station and works and outfall sewers, were erected by a county council, were owned and occupied as a necessary part of a sewage system, and while so used were incapable of returning a profit; but the council would have been willing to pay a rent for them as part of the sewage system equal to that at which they were rated :—*Held*, (1) that the council were possible hypothetical tenants; (2) that the true test of beneficial ownership was not whether a profit could or could not be made, but whether the occupation was of value; (3) that the pumping-station and works and outfall sewers were assessed on the true principle.

(A) **LONDON COUNTY COUNCIL v. ASSESSMENT COMMITTEE OF WOOLWICH UNION.** LONDON

RATES—Rateable Occupation—continued.

COUNTY COUNCIL v. ASSESSMENT COMMITTEE OF ST. GEORGE'S UNION **H. L. (E.) [1893] A. C. 563**
[*revers. C. A. [1893] 1 Q. B. 210*]

(B) LONDON COUNTY COUNCIL v. OVERSEERS, &c., OF ERITH - **H. L. (E.) [1893] A. C. 562**

(C) CHURCHWARDENS, &c., OF WEST HAM v. LONDON COUNTY COUNCIL - **H. L. (E.) [1893] A. C. 563**
[*revers. C. A. [1892] 2 Q. B. 44*]

15. — *Tenements of limited value.* Owners of small tenements can be rated to the relief of the poor instead of the occupiers only under the provisions of the Poor Rate Assessment and Collection Act, 1869. Sect. 19 of Sturges Bourne's Act (59 Geo. 3, c. 12) is repealed by implication by virtue of the provisions of the subsequent Assessment Acts. CHURCHWARDENS OF WEST HAM v. FOURTH CITY MUTUAL BUILDING SOCIETY
[*Div. Ct. [1892] 1 Q. B. 654*]

16. — *Tenements of limited value—Rise of value above statutory limit.* The vestry of a parish are only entitled, under s. 4 of the Poor Rate Assessment and Collection Act, 1869, to order the owner of a hereditament to be rated to the poor-rate instead of the occupier so long as the rateable value of such hereditament does not exceed the limits specified by s. 3 of that Act. OVERSEERS OF NORWOOD v. SALTER *Div. Ct. [1892] 2 Q. B. 118*

17. — *Towing-path.* A *rlwy. co. held* not to be rateable in respect of a towing-path, as not being occupiers of the soil, but only owners of an easement therein. ASSESSMENT COMMITTEE OF DONCASTER UNION v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY CO.
[**H. L. (E.) [1895] A. C. 133, n.**]

18. — *Tramway—“Land used only as a railway.”* A *rlwy. co.* constructed a tramway communicating by points and switches with a *rlwy.* in their possession, which was worked by them in conjunction with the tramway:—*Held*, that the land occupied by the tramway was not used only as a railway within s. 211, sub-s. 1 (b), of the Public Health Act, 1875, and could not be rated in the proportion of one-fourth of its net annual value, but must be rated on its full value. SWANSEA IMPROVEMENTS AND TRAMWAY CO. v. SWANSEA URBAN SANITARY AUTHORITY
[*Div. Ct. [1892] 1 Q. B. 357*]

19. — *Tunnel—Paramount occupation.* Land may be occupied in the enjoyment of an easement so as to make the occupier liable to poor-rate, although the occupation is exclusive only for certain purposes, and although the owner of the soil may have reserved rights of possession subordinate to the paramount rights he has granted. The test of rateability is not whether the rights granted are corporeal or incorporeal, but whether there is occupation—which is a question of fact. Pursuant to statute, a landowner granted to a drainage co. the exclusive right to drain through a tunnel and a watercourse on his land, with a right to place works in the tunnel and watercourse, and of making other tunnels in connection with it, but reserving to himself mineral and other rights:—*Held*, that the statute and grant gave the co. not merely an easement but possession of the tunnels and watercourse; that the rights reserved by the owner were subordinate

RATES—Rateable Occupation—continued.

to the rights granted to the co., and that the co. were *de facto* in occupation of tunnels and watercourse, and rateable in respect thereof. ASSESSMENT COMMITTEE OF HOLYWELL UNION v. HALKYN DISTRICT MINES DRAINAGE CO.
[**H. L. (E.) revers. C. A. [1895] A. C. 117**]

20. — *Waterworks.* A local board were authorized by a special Act to acquire waterworks:—*Held*, not liable to be assessed in respect of assistance moneys paid to them out of the general district rate, when, on the terms of their Act, they were bound to return the assistance moneys if they made a profit. MERTHYR TYDFIL LOCAL BOARD v. ASSESSMENT COMMITTEE OF THE MERTHYR TYDFIL UNION
[*Div. Ct. [1891] 1 Q. B. 186*]

Recovery.

1. — *Arrears due before Tithe Act, 1891—Deductions.* The occupiers of land, out of which a tithe rent-charge issued, paid on demand of the overseers arrears of rates due before the Tithe Act, 1891. The landowner allowed the amounts so paid to be deducted from the rent, and he now sought to deduct the amount so allowed from the next payment of tithe:—*Held*, that he could not make any deduction because s. 6 of the Tithe Act, 1891, had taken from the occupiers all liability for rates on tithes and had put it on the titheowner. The payments of the occupiers were therefore voluntary payments which they were not entitled to deduct from their rent, and consequently the allowances by the landowner were also voluntary, and he could not deduct them from the tithe. *In re TITHE ACT, 1891.*

(A) ROBERTS v. PORTS - *Div. Ct.*
[*[1893] 2 Q. B. 33; U. A. affirm.*]
[*Div. Ct. (Kay L.J. diss.)*]
[*[1894] 1 Q. B. 213*]

(B) JONES v. COOKE **C. A. [1894] 1 Q. B. 213**

2. — *Bill of sale.* Where proceedings for recovery of rates in default had been taken in the county court under s. 261 of the Public Health Act, 1875, and not by distress warrant under s. 256:—*Held*, that a bill of sale protected the chattels and that the local authority was not entitled to the benefit of s. 14 of the Bills of Sale Act, 1882. WIMBLEDON LOCAL BOARD v. UNDERWOOD - *Div. Ct. [1892] 1 Q. B. 836*

3. — *Distress warrant—Jurisdiction of justices.* Justices sitting to hear an application to issue a distress warrant for the non-payment of poor rates, are a court of summary jurisdiction within s. 13, sub-s. 11, of the Interpretation Act, 1889, and are not necessarily exercising a merely ministerial duty, but are authorized to inquire into the validity of the objections taken by the party summoned, and to state a special case for the opinion of the High Court. FOURTH CITY MUTUAL BUILDING SOCIETY v. CHURCHWARDENS OF EAST HAM - *Div. Ct. [1892] 1 Q. B. 661*

4. — *Imprisonment in default of distress—Married woman.* A married woman who as owner of small tenements has at her own request been rated in respect of them under s. 4 of the Poor Rate Assessment and Collection Act, 1869, is liable to the ordinary remedies by distress and

RATES—Recovery—continued.

imprisonment in default of distress for recovery of rates made on her as owner, and is not protected by s. 1 of the Married Women's Property Act, 1882. *In re ALLEN*

[Div. Ct. [1891] 2 Q. B. 924]

— **Lighting rate.**

See **STREETS AND BUILDINGS—Lighting.**

5. — **Mistake—Incorrect demand notes.** In levying a public library rate under the Public Libraries Act, 1855, the overseers, believing that rlyw. property came within the one-third exemption, only demanded of a rlyw. co. one-third of the proper amount. Subsequent overseers, discovering the mistake, claimed the balance as "arrears."—*Held*, that the moneys sought to be recovered were arrears within s. 11 of 17 Geo. 2, c. 38, and that the overseers were not estopped by the delivery by their predecessors of incorrect demand notes. *REG. v. BLENKINSOP*

[Div. Ct. [1892] 1 Q. B. 43]

6. — **Quarterly tenant—Written or verbal demand.** A written demand for a year's poor-rate was served on a tenant occupying for three months. The tenant paid one quarter, being all he was then liable for under s. 2 of the Poor Rate Assessment and Collection Act, 1869. The tenant stayed on for another quarter, and the collector verbally demanded another quarter of the rate:—*Held*, that a written demand having been made in the first instance for the full amount of the rate, a verbal demand for the second quarter was sufficient. *OVERSEERS OF WALTON-ON-THE-HILL v. JONES* — — — Div. Ct. [1893] 2 Q. B. 175

7. — **Rate-book, conclusiveness of.** Overseers summoned A. for non-payment of rates. A. was on the rate-book, but at the hearing of the summons he tendered evidence to shew he was only a caretaker. The justices declined to hear the case, considering the rate-book conclusive, and made an order for payment:—*Held*, that the rate-book was not conclusive, and the justices were bound to hear the case. *REG. v. JUSTICES OF COUNTY OF LONDON* (No. 1)

[Div. Ct. [1893] W. N. 86]

8. — **Small tenement—Occupier or owner.** A distress warrant may issue for the recovery of rates from the occupier of a tenement in respect of which the owner had been rated under s. 4 of the Poor Law Assessment and Collection Act, 1869, where the rateable value of the premises is increased on a subsequent valuation list, since such increase of the valuation ousts the jurisdiction to rate the owner under the Act of 1869, and restores them to their rights against the occupier. *OVERSEERS OF NORWOOD v. SALTER*

[Div. Ct. [1892] 2 Q. B. 118]

Water Rate.

See **WATER—Supply under Waterworks Clauses Act.** 8—11.

RATE-BOOK

— **Conclusiveness.**

See **RATES—Recovery.** 7.

RATE OF INTEREST.

See **INTEREST.**

RATEABLE OCCUPATION.

See **RATES—Rateable Occupation.**

RATIFICATION.

— **Contract—Company.**

See **COMPANY—CONTRACTS.** 2.

COMPANY—DIRECTORS—Misfeasance. 4.

COMPANY—PROMOTION.

RATIONE TENURÆ.

— **Liability to repair highway.**

See **HIGHWAY—Repairs.** 2.

READING.

— **District registry at.**

See **SUPREME COURT—OFFICERS AND OFFICES.**

— **Prison.**

See **COUNTY COURT—Committals.**

REAL ESTATE.

— **Conversion into personally.**

See **CONVERSION OF REAL AND PERSONAL ESTATE.**

Devise in trust—Failure of Beneficiaries.

Trustees under two different wills claimed to have become absolutely entitled to devised property on failure of the beneficiaries:—*Held*, that the acting trustee of the original will who had the legal estate was entitled to hold the property against the trustee of the will of a beneficiary, on the ground that the latter trustee was a bare trustee with no duties to perform, and accordingly had no right to call for the conveyance of the legal estate. *In re LASHMAR. MOODY v. PENFOLD* — — — *C. A. revers. Kekewich J.*

[1891] 1 Ch. 258]

— **Exoneration—Locke King's Act—Contrary intention.**

See **WILL—EXONERATION.**

— **of Partnership.**

See **PARTNERSHIP—Property.** 3.

— **Whether included in bequest of "Effects."**

See **WILL—WORDS.** 5.

"REALIZATION."

— **Costs of.**

See **COMPANY—DEBENTURE.** 9.

"REBUILDING."

— **Settled Land Act, 1890, s. 13, sub-s. iv.**

See **SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money.** 21, 22.

"REASONABLE AND PROPER."

— **Particulars of objection to Patent.**

See **PATENT—Practice.** 4, 5, 6.

"REASONABLE FACILITIES."

See **RAILWAY AND CANAL COMMISSION.** 6, 7.

RECEIPT.

— **Conveyancing Act, 1881, s. 55.**

See **LANDLORD AND TENANT—LEASE.** 48.

— **Evidence.**

See **PRACTICE—EVIDENCE.** 9.

— **Power of trustee to give.**

See **SETTLED LAND—SETTLED LAND ACTS—Trustees.**

— **for Rent—Covenant to produce.**

See **BILL OF SALE—STATUTORY FORM—Covenant.** 2.

RECEIPT—continued.

Sale of goods.] A receipt for purchase-money of furniture paid by a wife to her husband out of her separate estate, and given subsequent to the payment of the money:—*Held*, not to be a bill of sale though it contained words acknowledging her title. *RAMSAY v. MARGRETT*

[C. A. [1894] 2 Q. B. 18

RECEIPTS.

— of Theatre.

See PRACTICE—RECEIVER—Equitable Execution. 1.

RECEIVER.

— Assessment in name of.

See INCOME TAX. 5.

— Debenture-holders'.

See COMPANY—DEBENTURE.

— of Mortgagee.

See MORTGAGE—FORECLOSURE.

PRACTICE—RECEIVER—Mortgagee's Remedies.

PRACTICE—WRIT—Writ specially Indorsed. 8.

— Official receiver.

See BANKRUPTCY—OFFICIAL RECEIVER.

COMPANY—WINDING-UP—LIQUIDATOR.

COMPANY—WINDING-UP—OFFICIAL RECEIVER.

— Practice as to.

See PRACTICE—RECEIVER.

— Receivership deed.

See MORTGAGE—PRIORITY. 6.

— Surety for.

See PRACTICE—RECEIVER—SECURITY. 2.

RECEIVER AND MANAGER.

Liability for goods supplied.] A receiver and manager of a business appointed by the Court is *prima facie* personally liable for goods ordered in the course of such business:—*Held*, that there was nothing in a written order given "For A. & Co., Ltd." and signed "B.C.—D.E., Receivers and Managers," to rebut this presumption. *BURT, BOULTON & HAYWARD v. BULL*

[C. A. [1895] 1 Q. B. 276

And see COMPANY—DEBENTURE. 34, 35.

MORTGAGE—FORECLOSURE. 18.

PRACTICE—RECEIVER—Mortgagee's Remedies. 5, 6.

RECEIVING.

— Goods stolen.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 8.

— Goods obtained by false pretences.

See CRIMINAL LAW—PROCEDURE. 4 (c).

RECEIVING ORDER.

See BANKRUPTCY—RECEIVING ORDER.

— Forfeiture clause in will.

See WILL—FORFEITURE. 7.

RECOVERY OF LAND.

— Action for.

See PRACTICE—JOINDER OF CAUSES OF ACTION. 4.

RECITAL.

— in Will.

See FRAUDS, STATUTE OF. 4; *WILL—MISTAKE.*

RECOGNISANCE.

— of Receiver.

See PRACTICE—RECEIVER—SECURITY. 2.

— on appeal to Quarter Sessions.

See SESSIONS—QUARTER SESSIONS. 6.

RECONSTRUCTION.

— of Company.

See COMPANY—MEMORANDUM—RECONSTRUCTION.

COMPANY—WINDING-UP—RECONSTRUCTION.

RECTIFICATION.

— of Deed.

See SETTLEMENT—Voluntary Settlement.

— of Trade-mark Register.

See TRADE-MARK—REGISTRATION. 35—37.

REDEMPTION.

— of Annuity.

See ANNUITY—REDEMPTION.

— of Mortgage.

See MORTGAGE—FORECLOSURE.

MORTGAGE—REDEMPTION.

— of Equitable mortgage.

See MORTGAGE—EQUITABLE MORTGAGE.

— of Mortgage of share of patent to co-owner.

See PATENT—Ownership.

REDEMPTION MONEY.

— for Tithes.

See TITHE. 7.

REDUCTION OF CAPITAL.

See COMPANY—REDUCTION OF CAPITAL.

RE-ENTRY.

See LANDLORD AND TENANT—LEASE. 24—33, 40, 41.

RE-EXECUTION.

— of Will.

See MARRIED WOMAN—PROPERTY—Generally. 24, 25.

PROBATE—EXECUTION OF WILL. 2.

REFEREE.

See PRACTICE—REFERENCE.

REFORMATORY.

By the Reformatory Schools Act, 1893 (56 & 57 Vict. c. 48), the law as to the commitment of young offenders was amended. Rule and schedule of forms dated Nov. 5, 1895, issued by the Lord Chancellor for the purposes of the Reformatory Schools Acts. St. R. & O. 1895, No. 423, L. 24. Price 3d.

REFRESHER.

See PRACTICE—COSTS—Counsel's Fees. 1.

SHIP—ADMIRALTY PRACTICE—Costs. 4.

REFRIGERATING MACHINERY.

See SHIP—BILL OF LADING—Exceptions. 5.

REFUSE.

— of House.

See NUISANCE—What amounts to. 4.

LONDON COUNTY—NUISANCES AND SANITATION.

— Street.

See LONDON COUNTY—NUISANCES AND SANITATION.

"REFUSE OR NEGLECT."

See WILL—CONDITION. 4.

REGISTER.

— of Unclaimed stock.

See BANK OF ENGLAND.

REGISTERED MORTGAGE.

See NEW SOUTH WALES—Law of New South Wales. 17.

REGISTRAR.

— County court—Jurisdiction of.

See COUNTY COURT—Practice. 2.
PROHIBITION. 2.

— District.

See PRACTICE—DISTRICT REGISTRY.

— of Joint stock companies.

See COMPANY—MEMORANDUM, &c.—
Alteration of Memorandum. 10, 11.

REGISTRATION.

— of Bill of sale.

See BILL OF SALE—REGISTRATION.

— of Company—Certificate whether conclusive.

See COMPANY—Registration. 1.

— of Copyright.

See COPYRIGHT—International. 4.

— of Designs.

See DESIGNS—Registration.

— of Patents.

See PATENT—Registration.

— of Shares.

See COMPANY—SHARES.

— of Shareholders.

See COMPANY—DIRECTORS—Qualifying
Shares. 8.

— of Title to Land.

See LAND—Registration.
MIDDLESEX.
YORKSHIRE.

— of Trade-marks.

See TRADE-MARK—REGISTRATION.

— of Voters.

See PARLIAMENTARY AND LOCAL GOVERN-
MENT REGISTRATION.

REGULATION OF RAILWAYS.

See RAILWAY AND CANAL COMMISSION.

REHEARING.

See PRACTICE—TRIAL—Rehearing.

REIMBURSEMENT.

— of Tenant for life for improvements.

See SETTLED LAND—SETTLED LAND
ACTS—Application of Capital Money.
11.

RE-INSURANCE.

See INSURANCE, MARINE. 28.

RE-INVESTMENT.

— of Purchase-money.

See LAND—Acquisition under Lands
Clauses Acts. 7, 8.

RELATION BACK.

— Actual amendment of specification to time of
giving leave to amend.

See PATENT—Practice. 3.

RELATION BACK—continued.

— Bankruptcy—Trustee's title.

See BANKRUPTCY—TRUSTEE. 7.

— Company in liquidation.

See COMPANY—WINDING-UP—STAY OF
PROCEEDINGS. 2.

"RELATIONS."

— of Illegitimate persons.

See WILL—WORDS. 7—10.

RELEASE.

1. — *Joint tortfeasors—Agreement with one.*

The agent of a municipal corporation accepted bribes from L. to procure contracts between L. and the corporation. The corporation on discovering the fraud agreed to help in an action for damages against L. and that the amount should be credited in satisfaction of the agent's liability for bribes:—*Held*, that the agreement was not a release. *MAYOR, &c., OF SALFORD v. LEVER*

[C. A. [1891] 1 Q. B. 168 affirm. Div. Ct.
[25 Q. B. D. 363]

2. — *Joint tortfeasors—Discharge of one.*

A covenant not to sue one of two joint tortfeasors does not operate as a release of the other from liability. *DUCK v. MAYEU*

[C. A. [1892] 2 Q. B. 511]

— of *Guarantors.*

See BILL OF EXCHANGE. 9.

PRINCIPAL AND SURETY—Discharge.

— of *Power of appointment.*

See POWER OF APPOINTMENT—Release.

RELEVANCY.

— of Interrogatories.

See PRACTICE—DISCOVERY—Interroga-
tories. 7.

RELICS.

See FURNITURE.

RELIEF.

— against Forfeiture of lease.

See LANDLORD AND TENANT—LEASE.
28—33.

RELIEF (OF PAUPER).

See POOR—Relief.

RELIGION.

— Undue influence—Setting aside gift *inter vivos*.

See UNDUE INFLUENCE. 1.

RELIGIOUS EDUCATION.

— Guardianship of infant.

See INFANT—Custody. 4.

RELIGIOUS PURPOSES.

— Gifts for—Charity.

See CHARITY—GIFT TO CHARITY. 5.

REM, ACTION IN.

See SHIP—ADMIRALTY PRACTICE—
Action in rem.

REMAINDER.

See JUDGMENT.

RE-MARRIAGE.

— Widow—Gifts over accelerated.

See WILL—FORFEITURE. 1

REMEDY.

See NUISANCE—Remedies.

REMITTING.

- Action to County Court.
See COUNTY COURT—**JURISDICTION**. 18, 19; **Transfer and Remittal**.

REMOTENESS.

- *See* WILL—**PERPETUITY**. 10, 15.
- of Damage.
See AGISTMENT—**WARRANTY**.

REMOVAL OF SUNKEN SHIP.

- See* SHIP—**WRECK AND SALVAGE**. 14.

REMUNERATION.

- of Directors.
See COMPANY—**DIRECTORS—Remuneration**.
- of Partner for carrying on business.
See PARTNERSHIP—**Dissolution**. 5.
- of Receiver when a trustee.
See PRACTICE—**RECEIVER—Remuneration**.
- of Solicitor.
See SOLICITOR—**BILL OF COSTS**.
- of Trustee.
See TRUSTEE—**EXPENSES**. 2.
- of Trustee in bankruptcy.
See BANKRUPTCY—**TRUSTEE**. 5.
- REMUNERATION ORDER (SOLICITORS')**.
See SOLICITOR—**BILL OF COSTS—Remuneration Order**.

RENEWAL.

- of Bill of sale.
See BILL OF SALE—**REGISTRATION**.
- of Lease.
See SETTLED LAND—**SETTLED LAND ACTS—Tenant for Life**. 13.
- of Licence.
See INTOXICATING LIQUORS—**Licence**.
- of Writ.
See PRACTICE—**Writ—Renewal**.

RENT.

- See* BANKRUPTCY—**RENT—LANDLORD AND TENANT**.
- "Best rent."
See SETTLED LAND—**SETTLED LAND ACTS—Tenant for Life**. 12.
- of Mines.
See TENANT FOR LIFE—**Apportionment, &c.** 10.
- Received after day fixed for redemption.
See MORTGAGE—**FORECLOSURE**. 14.

RENT-CHARGE.

Arrears—Jurisdiction to sell.] There is equitable jurisdiction to order a sale or mortgage of land to raise arrears of a jointure rent-charge issuing out of the rents and profits of the land, though there is no express charge on the land. The exercise of such jurisdiction is discretionary. *HAMBRO v. HAMBRO* North J. [1894] 2 Ch. 564

— *Arrears.*

- See* ANNUITY—**Arrears**. 1.
- *Reduction of.*
See SETTLED LAND—**SETTLED LAND ACTS—Application of Capital Money**. 23, 24.

RENTS AND PROFITS.

- See* PRACTICE—**RECEIVER—Equitable Execution**. 3, 6.

REPAIRS.

- Breach of covenant to deliver up premises in repair.
See LANDLORD AND TENANT—**LEASE**. 14, 15, 16, 17.
- Capital money, application of, to.
See SETTLED LAND—**SETTLED LAND ACTS—Application of Capital Money**. 21, 22.
- Covenant as to.
See PRACTICE—**SERVICE—Service out of Jurisdiction**. 14.
- of Guardbox of stopcock.
See WATER—**Supply under Waterworks Clauses Act**. 12.
- of Highway.
See HIGHWAY—**Repairs**.
- of Leasehold house.
See TENANT FOR LIFE—**Apportionment, &c.** 9.
- of Property in hands of a receiver.
See PRACTICE—**RECEIVER—Duties**. 2.
- of Ship.
See SHIP—**ADMIRALTY PRACTICE—Necessaries**. 3.
- of Street.
See LONDON COUNTY—**STREETS AND HIGHWAYS**. 15.

REPEAL.

- of Statute.
See STATUTES (INTERPRETATION OF)—**Repeals**.

REPLEVIN.

Measure of Damages.] In the case of illegal and not merely irregular distress, damages for illegal distress and for annoyance and injury to credit are recoverable in an action of replevin. *SMITH v. ENRIGHT* Q. B. Div. [1893] W. N. 173

REPORT.

- on state of mind of alleged lunatic.
See LUNATIC—**Judicial Inquisition and Powers**. 8, 9.
- Judicial proceedings—**Libel—Privilege**.
See DEFAMATION—**LIBEL**. 13, 14.
- Official receiver—**Examination—Fraud**.
See COMPANY—**WINDING-UP—EXAMINATION OF OFFICERS**.
- of Official referee.
See PRACTICE—**REFERENCE—Official Referee**. 3—5.

REPORTS AND RETURNS.

Reference to the Parliamentary reports and returns as to the various Courts and other legal matters will be found under the following headings:—**BANKRUPTCY—REPORTS AND RETURNS; COMPANY—REPORTS AND RETURNS; COMPANY—WINDING-UP—REPORTS AND RETURNS; CORONER; COUNTY COURT—Reports and Returns; CRIMINAL LAW—REPORTS AND RETURNS; ECCLESIASTICAL LAW—Reports and Returns; INFERIOR COURT; IMPRISONMENT FOR DEBT; LAW OFFICERS; POLICE; RAILWAY; SESSIONS; SUMMARY JURISDICTION; SUMMARY PROCEEDINGS; SUPREME COURT.**

REPRESENTATION.

- of Next of Kin.
See PRACTICE—**PARTIES—Representation**.

REPRESENTATION ORDER.

See PRACTICE—PARTIES—Representation.

REPRESENTATIONS.

— Liability of trustee.

See TRUSTEE—DUTIES AND LIABILITIES—Discretion. 11.

— Liability for, in absence of fraud.

See SURVEYOR. 1.
VALUER.

REPRESENTATIVE.

— of Deceased Mortgagor.

See MORTGAGE—FORECLOSURE. 22.

— of Deceased Trustee or Executor.

See PRACTICE—PARTIES—Adding Defendant. 7.

REPRESENTATIVE CHARACTER.

See COMPANY—DEBENTURE. 8, 14.

REPRESENTATIVE PARTIES.

— Action.

See PRACTICE—PARTIES—Representation.

REPUDIATION.

See ACTION—Unauthorized Action.

CONTRACT—Construction. 1.

INFANT—Contract. 8.

REPUGNANCY.

See WILL—SPECIFIC DEVISE. 7.

REVERDOS.

See ECCLESIASTICAL LAW—Faculty. 13.

RES JUDICATA.

See BANKRUPTCY—PETITION. 7.

COMPANY—UNREGISTERED COMPANY.

COMPANY—WINDING-UP—UNREGISTERED COMPANY.

CONTRACT—Parties.

ESTOPPEL—By Record.

HIGHWAY—Repairs. 2.

PATENT—Validity. 5.

PRINCIPAL AND SURETY—Discharge. 1.

RESCISSION.

— of Contract.

See CONTRACT—Rescission.

— Contract for sale.

See VENDOR AND PURCHASER—Rescission.

— Receiving order—Consent of all creditors—Opposition of official receiver.

See BANKRUPTCY—RECEIVING ORDER. 9, 10.

RESERVOIR.

See WATER—Supply by Local Authorities.

— Tributary of river.

See FISHERY—Salmon and Fresh-water. 1.

RESIDENCE.

— of Bank Manager at Bank.

See INCOME TAX. 1.

— Constructive.

See POOR—Settlement. 1.

— Foreigner—Security for costs.

See PRACTICE—SECURITY FOR COSTS. 2-6, 8.

RESIDENTIAL FLATS.

See FLATS.

RESIDENTIARY CANON.

— Right to vote.

See PARLIAMENTARY AND LOCAL GOVERNMENT REGISTRATION—Claim. 8.

RESIDUARY LEGATEE.

— Right to compel executors to plead Statute of Limitations.

See EXECUTOR—Liabilities. 6.

RESIDUE.

See WILL—RESIDUE.

RESTAURANT KEEPER.

See BAILMENT. 8; *RESTRAINT OF TRADE—Covenants in Restraint.* 6, 9.

RESTITUTION OF CONJUGAL RIGHTS.

See DIVORCE—RESTITUTION OF CONJUGAL RIGHTS.

RESTRAINT ON ALIENATION.

See WILL—FORFEITURE. 2, 3.

RESTRAINT ON ANTICIPATION.

See MARRIED WOMAN—PROPERTY—Restraint on Anticipation.

— Release.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 2.

— Varying settlement.

See DIVORCE—RESTITUTION OF CONJUGAL RIGHTS. 1.

VARIATION OF SETTLEMENTS.

RESTRAINT OF MARRIAGE.

See WILL—ABSOLUTE GIFT. 11.

RESTRAINT OF PRINCES.

See SHIP—BILL OF LADING—Excepted Perils. 4.

RESTRAINT OF TRADE.

Agreements in Restraint, col. 746.

Covenants in Restraint, col. 747.

Agreements in Restraint.

1. — *Agreement not to "carry on or be in anywise interested in" business.* To constitute a breach of an agreement not "to carry on or be in anywise interested in" a business, the vendor must have an interest in such business, not necessarily in the profits, but such as touches him directly, and gives him some right to interfere in, or some means of gaining an advantage from, the business. *SMITH v. HANCOCK*

[*C. A. (Key LJ. dissent.)* [1894] 2 Ch. 377; [*affirm. Kekewich J.* [1894] 1 Ch. 209]

2. — *Agreement not to deal with old customers.* An agreement for the employment of a traveller provided that in the event of its termination he was not to "call upon or directly or indirectly solicit orders from, or in any way deal or transact business" with anyone who was a customer of the pltf. while the agreement was in force:—*Held*, that the agreement intended a restriction on transacting business with such customers of a kind similar to that carried on by the pltf.; that this was not a greater restraint than was necessary for the protection of the employers, and therefore that the agreement was valid. *MILLS v. DUNHAM* [*Chitty J. affirm. by C. A.* [1891] 1 Ch. 576]

RESTRAINT OF TRADE—Agreements in Restraint—continued.

3. — *Construction.*] Principles of construction of agreements in restraint of trade considered.

(A) *MILLS v. DUNHAM* C. A. affirm. Chitty J. [[1891] 1 Ch. 578

(B) *MAXIM NORDENFELT GUNS AND AMMUNITION Co. v. NORDENFELT* (No. 1) — H. L. (E.) [[1894] A. C. 535 affirm. C. A. [1893] 1 Ch. 630

Covenants in Restraint.

1. — *General restraint—Covenant not to exercise any business without consent of employer.*] An employer cannot make his consent a condition precedent to liberty to enter upon other employment of any sort. Therefore, a covenant not to exercise any business without the consent of the employer, even if coupled with a proviso that it is not to be withheld except on engaging in a rival business, though reasonable in respect of distance and time, is void. *PERLS v. SAALFELD* [C. A. affirm. Chitty J. [1892] 3 Ch. 149

2. — *General or partial restraint—Limitation as to time.*] Where the covenant is general, i.e. without qualification, it is bad, as being unreasonable and contrary to public policy. Where the covenant is partial—that is, qualified either as to time or space—then the question arises whether it is reasonable or not. Whether the covenant is unreasonable depends on whether the restraint is or is not greater than can possibly be required for the protection of the covenantee. Where the covenant is limited as to time, the burden lies on the covenantor of shewing that the restraint is unreasonable. *BADISCHE ANILIN UND SODA FABRIK v. SCHOTT SEGNER & Co.*

[Chitty J. [1892] 3 Ch. 447

3. — *General or partial restraint—Public policy.*] The nature and difference of covenants in general and partial restraint of trade and the rules of public policy with respect thereto considered. *MAXIM NORDENFELT GUNS AND AMMUNITION Co. v. NORDENFELT* (No. 1)

[H. L. (E.) [1894] A. C. 535

4. — *Partial restraint—Covenant limited in space and time—Infant.*] An agreement not to sell milk within a certain area and period entered into by an infant is valid and enforceable by injunction. *EVANS v. WARE*

[North J. [1892] 3 Ch. 502

5. — *Partial restraint—Covenant not to carry on offensive business—Slaughter-house.*] The deft. was under covenant not to carry on certain specified businesses (which did not include a slaughter-house) "or any other noxious, noisome, or offensive trade or business." On an application to restrain him from using the premises as a slaughter-house:—*Held*, (1) that the trade in question was not *per se* an offensive one; (2) the action was purely a *quia timet* one, and it could not be inferred that deft.'s business would necessarily be so carried on as to be offensive. *RAPLEY v. SMART*

[Chitty J. [1894] W. N. 2

6. — *Partial restraint—Covenant not to carry on "similar business"—Hotel—Restaurant.*] The plffs. granted a lease to the A. Co., who covenanted not to carry on a business similar to that

RESTRAINT OF TRADE—Covenants in Restraint—continued.

carried on by R., another tenant of the plffs. R. was a hotel-keeper who carried on a restaurant on his licensed premises. The A. Co. had a restaurant where they sold tea, coffee, cold meat, &c., but no hot meat except meat pies, and this was not objected to. The A. Co. assigned their lease to G., who proceeded to sell hot meat and other things not sold by the A. Co. G. had no licence for sale of intoxicants, nor a victualler's licence; his establishment was of an inferior class to R.'s, and his prices much lower:—*Held*, that the test of similarity was whether G.'s business was sufficiently like R.'s to compete with it, and that, although the businesses differed considerably, G.'s business was similar to R.'s, and that the plff. was entitled to an injunction with a proviso that it was not to prevent G. selling any articles sold by the A. Co. *DREW v. GUY*

[C. A. revers. Kekewich J. [1894] 3 Ch. 25

7. — *Partial restraint—Covenant not to carry on similar business—Foreign carrier and express agent—Covenant severable.*] The deft., on entering the plffs.' service, who were foreign carriers and express agents at L., covenanted not to carry on any similar business within fifty miles of the plffs.' places of business for twelve months after leaving their service:—*Held*, (1) that the covenant was divisible; (2) that the covenant was reasonable so far as it related to the business actually carried on by the plffs. during the employment of the deft., but unreasonable so far as it related to business carried on after the service ended.—The principles on which the Court decides whether a covenant in restraint of trade be reasonable, considered. In this case the Court granted an injunction to restrain the deft. from infringing so much of the covenant as the plffs. might reasonably require for the protection of their business. *DAVIES v. LOWEN*

[Kekewich J. [1891] W. N. 86

8. — *Partial restraint—Covenant not to be concerned in selling malt liquors or aerated waters within a certain district—Covenant severable.*] The deft., a traveller, employed by the plff., a brewer, agreed not to be concerned in selling malt liquors or aerated waters within a certain district for two years after the determination of his employment. The plff. never dealt in aerated waters, or required the deft. to obtain orders for them:—*Held*, (1) that the stipulation as to aerated waters was severable; (2) that the deft. must be restrained from selling malt liquors wholesale or retail, but not from selling aerated waters. *ROGERS v. MADDOCKS* — C. A. revers. *Stirling J.*

[[1892] 3 Ch. 346

9. — *Partial restraint—Covenant not to keep a coffee-house.*] A grocer covenanted in his lease not to use the demised premises as a coffee-house:—*Held*, that by selling tea, coffee, and other light refreshments to his customers, he committed a breach of the covenant. *FITZ v. LEE*

[C. A. [1893] 1 Ch. 77

10. — *Partial restraint—Covenant not to solicit customers—Assignment.*] The plff. covenanted with the deft., an assistant, that the assistant should not solicit the deft.'s customers. The

RESTRAINT OF TRADE — Covenants in Restraint—continued.

pltf. subsequently sold his business and handed the deed to the purchaser, but did not specifically assign the benefit of the covenant:—*Held*, that the benefit of the covenant was assigned with the business. *BATHO v. TUNES*

[*North J.* [1892] *W. N.* 101

11. — *Partial restraint—Covenant not restricted in space—Transfer of business.*] On the transfer of patents and business of the manufacture of guns and ammunition it was covenanted that the vendor should not for twenty-five years act directly or indirectly in the business of making guns and ammunition:—*Held*, that the covenant, though restricted as to space, was valid, not being wider than was necessary for the purchasers, having regard to the nature of the business, nor injurious to public interests. *MAXIM NORDENFELT GUNS AND AMMUNITION CO. v. NORDENFELT* (No. 1) — *C. A.* [1893] 1 *Ch.* 630; [*H. L. (E.)*] [1894] *A. C.* 536

12. — *Partial restraint—Covenant not to trade on sale of business.*] *Semble*, an agreement not to trade is authorized by a power of attorney to sell a business, for a going concern cannot be sold to advantage without such a stipulation. *HAWESLEY v. OUTRAM* — *C. A.* [1892] 3 *Ch.* 359

RESTRICTIVE COVENANT.

See BUILDING SCHEME.

RESTRAINT OF TRADE—Covenants in Restraint.

VENDOR AND PURCHASER—Contract. 3—5; *Title.* 15.

“RESULT.”

— Costs to abide “result” of new trial.

See PRACTICE — COSTS — Discretion of Court. 2.

RESULTING TRUST.

See FRIENDLY SOCIETY. 1.

RETAINER (EXECUTOR'S RIGHT OF).

See EXECUTOR—Powers. 4, 7.

RETAINER (OF SOLICITOR).

See SOLICITOR—BILL OF COSTS—General. 28.

SOLICITOR—RETAINER.

RETROSPECTIVE ACT.

See STATUTES (INTERPRETATION OF)—Retrospectivity.

RETURNING OFFICER.

See PARLIAMENT—Returning Officer.

— at Conservancy election.

See THAMES—Conservancy and Navigation. 1.

RETURNS.

See REPORTS AND RETURNS.

REVENUE.

See DEATH DUTIES.

Excise.

House Tax.

Income Tax.

Land Tax.

Property Tax.

Stamps.

REVERSION.

— of Lease.

See LANDLORD AND TENANT—LEASE. 46
TENANT IN COMMON.

— Settlement.

See STAMPS. 10.

REVERSIONARY INTERESTS IN LAND.

— Equitable, execution on.

See PRACTICE — RECEIVER — Equitable Execution. 5, 6.

REVERSIONER.

— Right of, to sue for injunction.

See PRACTICE—INJUNCTION. 33.

REVIEW (OF BOOK).

See DEFAMATION—Libel. 10.

REVIEW (OF PROCEEDINGS).

See PRACTICE—REVIEW.

REVIEW (OF TAXATION).

See PRACTICE—APPEAL—Appeals to the Court of Appeal. 31.

REVISING BARRISTER.

See PARLIAMENTARY, &C., REGISTRATION.

REVIVOR.

See PRACTICE—REVIVOR.

— By repeal of statute.

See STATUTES (INTERPRETATION OF)—Repeals. 11.

REVOCATION.

— Letters of administration.

See PROBATE—REVOCATION OF ADMINISTRATION.

— of Licence to work patent.

See PATENT—Licence.

— of Patent.

See PATENT—Validity. 4.

— of Power of appointment.

See POWER OF APPOINTMENT—Exercise. 10.

— of Probate.

See PROBATE—REVOCATION OF PROBATE.

— of Retainer to solicitor.

See SOLICITOR—RETAINER. 1.

— of Will.

See PROBATE—REVOCATION OF WILL.
WILL—RESIDUE. 3.
WILL—REVOCATION.

RIGHT ACCRUED.

See STATUTE (INTERPRETATION)—Repeals. 9.

RIGHT OF WAY.

See HIGHWAY—Right of Way.

See WAY, RIGHT OF.

RIOT.

Regulations of the Secretary of State dated June 30, 1894, as to claims for compensation for damages by riot. St. R. & O., 1894 (No. 636), p. 396.

RIPARIAN PROPRIETOR.

See RIVER—Water Rights.

RITUAL.

See ECCLESIASTICAL LAW—Ritual.

RIVER.*Pollution*, col. 751.*Riparian Owner*, col. 752.*Water Rights*, col. 752.**Fishing in.**See **FISHERY—Salmon and Freshwater.****Navigation of the Thames.**See **THAMES—Conservancy and Navigation.****Pollution.**

By 56 & 57 Vict. c. 31, s. 3 of the *Rivers Pollution Prevention Act, 1876* was explained and amended with respect to the liability of local authorities for pollution of streams.

1. — *Liability—Drain connecting premises with district sewer—Default of local authority.* Millowners constructed on their premises two water-closets, which they connected in 1883 by a drain with a sewer under the control of a loc. bd., which had originally been an open water-course, and discharged into a large natural stream. The millowners had not given any notice of intention to drain into the water-course, nor received any express sanction to do so.

(A) Proceedings were commenced against the millowners and the loc. bd. to make them keep the sewage out of the natural stream. The loc. bd. gave the millowners notice to disconnect the drain from the water-course, on the ground that it had been connected without notice:—*Held*, (1) that in the absence of a bye-law requiring notice none was necessary; (2) that the millowners were entitled, under ss. 15, 17, 21 of the Public Health Act, 1875, to drain into the water-course, and that it was the duty of the loc. bd. to see that their sewers did not convey sewage into any river. **AINLEY, SONS & Co. v. KIRKHEATON LOCAL BOARD**

[*Stirling J.* [1891] W. N. 50]

(B) The loc. bd. sued the millowners in a county court, under s. 10 of the *Rivers Pollution Prevention Act, 1876*, and obtained an order to restrain the millowners from causing sewage to flow into the natural stream:—*Held*, (1) that the millowners had offended against the Act of 1876; (2) that the water-course being vested in the loc. bd. and being a sewer they had not discharged their duties under the Public Health Act, 1875, nor shewn any reasonable excuse of prevention, and had also offended against the Act of 1876; (3) that in the discretion of the Court an order ought not under the circumstances to be made against the millowners at the instance of the loc. bd. **KIRKHEATON LOCAL BOARD v. AINLEY, SONS & Co.**

[O. A. [1898] 2 Q. B. 274]

2. — *Nuisance on foreshore of navigable river.* Under the Public Health (London) Act, 1891, where the person causing a nuisance cannot be found, the liability of the owner of the premises to abate it only arises when it is shewn that it continues by his act, default or sufferance. **THAMES CONSERVANCY v. LONDON PORT SANITARY AUTHORITY** — Div. Ct. [1894] 1 Q. B. 847

3. — *Old sewers—Liability of local authority—Powers of county council.* The H. urban sani-

RIVER—Pollution—continued.

tary authority allowed sewage to flow into a stream through sewers constructed and used before the passing of the *Rivers Pollution Prevention Act, 1876*, and before the constitution of the H. authority. The H. authority had made certain alterations in the sewers, but had done nothing to increase the pollution:—*Held*, that the H. authority had “wilfully permitted” sewage to flow into the stream, and that the mere fact that they had not materially altered the sewers, and had done nothing to increase the pollution, was not a sufficient answer to proceedings under the Act. **YORKSHIRE WEST RIDING COUNCIL v. HOLMFIRTH URBAN SANITARY AUTHORITY**

[C. A. affirm. Div. Ct. [1894] 2 Q. B. 842]

— *Old sewers in London.*See **LONDON COUNTY—DRAINAGE AND SEWERAGE—Pollution.**

4. — *Return of water in polluted condition.* A riparian proprietor who has a prescriptive right to take, in a particular way and at a particular place, water from a river and to return such water to the river in a polluted condition, is not entitled to take the water in any other way or place, nor use even his common law right of taking it in such a way as to add to the pollution of the stream. **MCINTYRE BROTHERS v. MCGAVIN** [H. L. (S.) [1893] A. C. 268]

5. — *Water from foreign source.* A mine owner is not, apart from contract or prescriptive right, entitled to pump water into a stream, though the water may not make the stream unfit for ordinary purposes but only for some special purpose, e.g., distilling whiskey. **JOHN YOUNG & Co. v. BANKIER DISTILLERY** — H. L. (S.) [1893] A. C. 691

Riparian Owner.

Change of river-bed. Where the course of a river gradually alters in such a way that ultimately the water does not usually (e.g. except in winter) cover a strip of land which originally formed part of the old bed, the same principle applies in the case of adjoining owners on the same bank as in the case of owners of opposite banks of a non-tidal river. The question whether any particular piece of land is part of the bed at any particular spot and time is one of fact, to be determined, not by any hard-and-fast rule, but by regarding all material circumstances, including past and present fluctuations of the river, and the nature, growth, and user of the land. **HINDSON v. ASHEY** — Romer J. [1895] W. N. 147 (9)

Scottish Law.See **SCOTTISH LAW—River.****Water Rights.**

Riparian proprietor—Navigable River—Sale of artificial water-power. A riparian proprietor can acquire an interest in the water-power of a navigable river, as derived from a reservoir artificially formed by a dam across its channel, and sell the same as appurtenant to his land. Even if such sale should not be effectual against the public, the vendor cannot himself impeach it on that ground:—*Held*, in this case, that as the vendor of a specified amount of water-power had

RIVER—Water Rights—continued.

not reserved to himself a right to a supply either *pari passu* with or preferably to the purchaser, the latter was entitled to damages in respect of any loss incurred by the vendor's user of the water in diminution of the amount sold. *HAMELIN v. BANNERMAN* - - J. C. [1895] A. C. 237

ROCHDALE.

See SALFORD HUNDRED COURT.

— Prison.

See COUNTY COURT—Committals.

ROMAN CATHOLIC.

— Nomination to living by.

See ECCLESIASTICAL LAW—Advowson. 1.

ROOD-LOFT.

See ECCLESIASTICAL LAW—Faculty. 14.

ROOF.

See SETTLED LAND — SETTLED LAND ACTS—Application of Capital Money. 21.

— Incombustible materials.

See LONDON, COUNTY—BUILDINGS. 17.

ROUMANIA.

— Designs.

See DESIGN — Colonial, &c., Arrangements.

— Extradition.

See EXTRADITION.

— Patents.

See PATENT — Colonial, &c., Arrangements.

ROUMANIA—continued.

— Trade-marks.

See TRADE-MARK—INTERNATIONAL, &c., ARRANGEMENTS.

ROYAL WARRANT.

— Enforcing terms of—Officer's right.

See MANDAMUS. 2.

ROYALTIES.

— Mines.

See TENANT FOR LIFE—Apportionment, &c. 10.

RUBBISH.

See HARBOUR. 1.

RULES OF LAW.

— Rule against perpetuities.

See CHARITY—GIFT TO CHARITY. 12, 13, 14.

POWER OF APPOINTMENT—Validity. WILL—PERPETUITY.

— Rule in *Shelley's Case*.

See DEED—Construction. 4.

RULES AND ORDERS OF COURT.

Rules and Orders of Court judicially considered during the years 1891–1895. See Table of Rules judicially considered, at p. cccxxv.

Rules and Orders of Court issued during the years 1891–1895. See "Table of Rules and Orders Issued," at p. ccxlix.

RUNNING DAY.

See SHIP—BILL OF LADING, &c. — Demurrage. 6.

S.

SAILING RULES.

See SHIP—COLLISION. 13—17.

ST. PETERSBURG.

— Marriages at.

See MARRIAGE.

SALARY.

— Appropriation to meet debts.

See BANKRUPTCY—ASSETS. 5, 6, 20.

— Indian judge.

See INDIA.

SALE.

— by Agent.

See FACTOR—Sale by Agent.

— of Beer.

See INTOXICATING LIQUOR—Offences. 6.

— of Assets of Company.

See COMPANY—SHARES—Sale of Assets.

— of Land, compulsory.

See LAND—Acquisition under Lands Clauses Acts.

LONDON COUNTY — STREETS AND HIGHWAYS.

PRACTICE — COSTS — Discretion of Court. 1.

WATER—Supply under Waterworks Clauses Act. 3.

— Misrepresentation.

See SCOTTISH LAW—Contract.

— by Mortgagee.

See MORTGAGE—SALE.

— Settled land.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 22—26.

— by Sheriff.

See SHERIFF. 11.

— of Ship.

See SHIP—SALE.

— Trust for.

See EXECUTOR—Administration. 6.

SALE BY COURT.

See PRACTICE—SALES BY THE COURT.

SALE OF GOODS.

See FACTOR; GOODS; PLEDGE.

SALE OF LAND.

See CHARITY—CHARITY COMMISSIONERS. 5, 6.

FRAUDS, STATUTE OF. 2—14.

LAND — Acquisition under Lands Clauses Act.

MORTGAGE—SALE.

SETTLED LAND — SETTLED LAND ACTS—Tenant for Life.

SOLICITOR—BILL OF COSTS—Remuneration Act. 4, 5.

VENDOR AND PURCHASER.

— Sale out of Court.

See PRACTICE—SALES BY THE COURT.

SALFORD HUNDRED COURT.

HEYWOOD.] *O. in C. dated Mar. 15, 1893, excluding the jurisdiction of the Court within the borough of Heywood in causes not exceeding £5.* St. R. & O. 1893, p. 417. Lond. Gaz. Mar. 17, 1893, p. 1682.

ROCHDALE.] *O. in C. dated Mar. 15, 1893, excluding the jurisdiction of the Court within the borough of Rochdale in causes not exceeding £5.* St. R. & O. 1893, p. 419. Lond. Gaz. April 14, 1893, p. 2282.

SALMON FISHERY.

See FISHERY—Salmon and Freshwater.

SALVAGE (ADMIRALTY).

See COUNTY COURT—Admiralty Practice.

8; SHIP — ADMIRALTY PRACTICE —

Salvage; SHIP—WRECK AND SALVAGE.

— Contract to be performed in part without the jurisdiction.

See PRACTICE—SERVICE—Out of the Jurisdiction. 17.

SALVAGE EXPENDITURE.

— Debenture subject to mortgages—Discretion of Court to allow expenditure.

See MORTGAGE—FORECLOSURE. 23.

— Preservation of estate.

See SETTLED LAND—GENERAL JURISDICTION. 1.

SAMOA.

— Suit for recovery of land in.

See FOREIGN JURISDICTION. 4.

SAMPLE.

— for Analysis.

See ADULTERATION—Analysis. 2—4.

— Tampering with.

See CRIMINAL LAW—OFFENCES AGAINST THE ADMINISTRATION OF JUSTICE. 1.

— Sale by—Acceptance.

See GOODS. 4.

SANCTION OF COURT.

— To Alteration of Articles, &c. of Company.

See COMPANY—MEMORANDUM, &c.—Alteration.

— To Reduction of Capital.

See COMPANY—REDUCTION OF CAPITAL.

SANITARY AUTHORITY.

— in London.

See LONDON COUNTY—AUTHORITIES; LONDON COUNTY—NUISANCES AND SANITATION.

— elsewhere.

See DISTRICT COUNCIL.

SATISFACTION.

— of Bill of Sale.

See BILL OF SALE—SATISFACTION.

— of Debt.

See DEBT; WILL—LEGACY. 15.

SAVINGS BANK.

Military and Naval Savings Banks, col. 757.

Post Office Savings Banks, col. 757.
Statutes, col. 757.

Trustee Savings Banks, col. 757.

Military and Naval Savings Banks.

Army order amending Regulations of 1883, dated Feb. 1893. *St. R. & O.*, 1893, p. 706.

Post Office Savings Banks.

The Post Office Savings Bank Regulations, 1893, approved Oct. 27, 1893. *St. R. & O.*, 1893, p. 510.

The Post Office Savings Bank Regulations, 1894, dated Oct. 30, 1894. *St. R. & O.*, 1894, No. 395, p. 408.

The Post Office Annuity and Insurance Regulations, 1895, dated Sep. 3, 1895. *St. R. & O.*, 1895, No. 319. *Price* 1d.

Tables of the Premiums to be charged for Savings Bank Insurances. St. R. & O., 1895, No. 600. *Price* 1½d.

Statutes.

By the Savings Bank Act, 1891 (54 & 55 Vict. c. 21), the law as to savings banks was amended.

Trustee Savings Banks.

The Savings Bank Investment Regulations, 1894, dated May 21, 1894. *St. R. & O.*, 1894, No. 60, p. 403.

The Trustee Savings Banks Regulations, 1895, dated June 14, 1895. *St. R. & O.*, 1895, No. 309.

Trustees and managers—Non-compliance with rules. The president of a savings bank within the Trustee Savings Bank Act, 1863, who had attended only one meeting and had taken no active part in the management of the bank, had received reports, &c., which entitled him to conclude that the duties undertaken by his co-trustees and co-managers were being duly performed:—*Held*, that he was not personally liable, under s. 11 of the Savings Banks Act, 1863, for neglect in not complying with the rules as to examination of accounts, &c. *MARQUIS OF BUTE'S CASE* [Stirling J. [1892] 2 Ch. 100]

SCALE FEE.

— Conveyancing.

See SOLICITOR—BILL OF COSTS—Remuneration Act. 3—16.

— on Mortgages.

See MORTGAGEE—COSTS AND CHARGES—Scale Fee.

SCALE, HIGHER OR LOWER.

See PRACTICE—COSTS—Higher and Lower Scale.

SCANDALOUS CONDUCT.

— by Clergyman.

See ECCLESIASTICAL LAW—Offences by Clergymen.

SCAVENGING.

— Metropolis—Clinkers from hotel furnaces.

See LONDON COUNTY—NUISANCES AND SANITATION. 3.

NUISANCE—What amounts to. 4.

SCHEDULE.

— to Bill of Sale.

See BILL OF SALE—STATUTORY FORM—Schedule.

SCHEME.

— for Improvements on Settled Estate.

See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 11.

SCHEME OF ARRANGEMENT.

— in Bankruptcy.

See BANKRUPTCY—SCHEME OF ARRANGEMENT.

— in Company winding-up.

See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT.

— of Railway Company's affairs.

See RAILWAY—SCHEME OF ARRANGEMENT.

SCHOLARSHIP.

— Action for.

See CHARITY—CHARITY COMMISSIONERS. 3.

SCHOOL.

— Scheme.

See CHARITY—CHARITY COMMISSIONERS. 8, 9.

SCHOOL BOARD.

— Disqualification of member.

See BANKRUPTCY—DISQUALIFICATION. 2. *ELEMENTARY EDUCATION.* 1, 2.

SCHOOLMASTER.

— Authority—Pupil out of school.

See ELEMENTARY EDUCATION. 3.

— Dismissal—Endowed school.

See CHARITY—CHARITY COMMISSIONERS. 7.

— Dismissal—Injunction.

See CHARITY—MANAGEMENT. 1.

SCIENTIFIC EVIDENCE.

— Costs on higher scale allowed.

See PATENT—PRACTICE. 9, 10.

PRACTICE—COSTS—Higher and Lower Scale. 3, 4; *Taxation.* 7.

SCOPE OF EMPLOYMENT.

See MASTER AND SERVANT.

SCOTTISH LAW.

Arbitration, col. 759.

Bankruptcy, col. 760.

Church, col. 760.

Company, col. 761.

Contract, col. 761.

Conveyance, col. 761.

Divorce, col. 762.

Entail, col. 762.

Guaranty, col. 762.

Heritable Securities, col. 762.

Husband and Wife, col. 762.

Insurance, Marine, col. 763.

Joint Delinquents, col. 763.

Landlord and Tenant, col. 764.

Local Government, col. 764.

SCOTTISH LAW—continued.

Lunatic, col. 764.
Master and Servant, col. 765.
Negligence, col. 765.
Pledge, col. 765.
Railway, col. 765.
River, col. 766.
Servitude, col. 766.
Succession, col. 766.
Superior and Vassal, col. 766.
University, col. 767.
Water, col. 767.
Will, col. 767.

Arbitration.

1. — *Action excluded till arbitration—Reference to arbiters not named.* By a policy of insurance against fire differences between the parties were to be referred as they arose to arbitrators then to be named, and it was expressly declared such reference, and that obtaining on award, should be a condition precedent to the commencement of any action on the policy:—*Held*, (1) that the condition to ascertain the damage by arbitration was an integral part of the contract of indemnity under the policy, and was a condition precedent to the bringing of any action on the policy; (2) that the contract could be enforced, notwithstanding the reference was to unnamed arbitrators, as the cause of action did not arise until after the arbitration. *CALEDONIAN INSURANCE CO. v. GILMOUR* - H. L. (S.) [1893] A. C. 85

[See now *Arbitration (Scotland) Act*, 1894 (57 & 58 Vict. c. 13).]

2. — *Reduction of decree arbitral—Jurisdiction of arbitrator—Construction.* *Held*, that the question raised, being one as to the construction of the contract, was within the reference, and that the award could not be recalled. *HOLMES OIL CO., LD. v. PUMPHREY OIL CO., LD.*

[H. L. (S.) [1891] W. N. 142]

3. — *Reduction of decree arbitral—Jurisdiction of arbitrator—Constructive corruption of arbitrator—Scots Act of Regulations, 1695, s. 25.* The word "corruption" in the Scots Act of Regulations, 1695, s. 25, is used in its ordinary sense, and does not include irregular conduct by the arbitrator without any corrupt motive.

By a contract for building a railway the contractors were to be liable to pay liquidated damages as compensation for loss of profits if the line were not complete by a day named. The contract contained an arbitration clause as to all differences arising under it. Disputes arose and an arbitration was held:—*Held*, that the award was good on the face of it, and that the arbitrator had jurisdiction to construe the building contract. *ADAMS v. GREAT NORTH OF SCOTLAND RAILWAY CO.* - H. L. (S.) [1891] A. C. 31

4. — *Unnamed arbitrators.* *Semble*, per Lord Watson, that the rule of Scottish law that a reference to arbitrators not named cannot be enforced has been so largely trenched on by recent legislation that the policy upon which it was originally based could hardly be now regarded

SCOTTISH LAW—Arbitration—continued.

as of cardinal importance. *HAMLYN & CO. v. TALISKER DISTILLERY* - H. L. (S.) [1894] A. C. 202, at p. 214

[See now *Arbitration (Scotland) Act*, 1894 (57 & 58 Vict. c. 13).]

Bankruptcy.

1. — *Reappointment of trustee.* The Court of Session has power to revive a sequestration after both the bankrupt and trustee have been discharged, where the bankrupt has been discharged without composition, and there are funds not belonging to the sequestrated estate still unrecovered, and the creditors have not been paid in full. The discharge of a trustee in ignorance or inadvertence that the funds vested in him by the sequestration have not been fully recovered does not re-vest such funds in the bankrupt. The appointment of a new trustee in such a case is mere machinery for carrying out the Bankruptcy (Scotland) Act, 1856. An application for this purpose is to be made to the Inner House. *WHYTE v. NORTHERN HERITABLE SECURITIES INVESTMENT CO.* - H. L. (S.) [1891] A. C. 606

2. — *Vesting of heritable estate in bankrupt's trustee—Latent trust in bankrupt.* A sequestration in Scotland does not vest in the trustee for the benefit of creditors heritable which the bankrupt holds on an unqualified *ex facie* absolute disposition registered in his own name, if it can be proved that the bankrupt only holds it on trust for another. *HERITABLE REVERSIONARY CO. v. MILLAR* - H. L. (S.) [1892] A. C. 588

Church.

1. — *Church of Scotland—Glebe.* *Held*, that the decree of the Presbytery drawn up for the purpose of fixing the boundary of the glebe being unambiguous as to the extent of the glebe boundary, its limits could not be extended by evidence of possession of a larger boundary. *STEWART v. ROBINSON* - H. L. (S.) [1891] W. N. 122

2. — *Church of Scotland—Minister's stipend—Contract to provide a legal and competent stipend.* Where a decree of the Teind Court made in 1741 ordained that a burgh should provide the minister of a new church with a legal and competent stipend not under a certain sum:—*Held*, that the decree imposed a direct liability on the burgh to pay a competent and legal stipend according to the varying circumstances from time to time, and that the liability was not impaired by any loss of funds or deficiency in expected contributions. *PROVOST, & C., OF GREENOCK v. PETERS*

[H. L. (S.) [1893] A. C. 233]

3. — *Scottish Episcopal Church—Construction of code of cathedral statutes—Canon's stipend.* A canon of a cathedral belonging to the Scottish Episcopal Church, on the board of management of which rests the providing fitting support "for the provost and canons of the cathedral," has no right either under contract or as beneficiary of a trust to claim any share of the funds. The discretion of the board to distribute the funds cannot be questioned so long as the funds are administered in good faith and applied only to cathedral purposes. *BROOK v. KELLY*

[H. L. (S.) [1893] A. C. 721]

SCOTTISH LAW—continued.**Company.**

Deceased shareholder—Sequestration. A domiciled Scotsman, who held shares in the T. Co., died, and his estate was sequestered; M. was appointed the trustee in the sequestration. The T. Co. was wound up and the liquidator held money payable to the shareholders. In an action of multipointing the claims of M. and of one B. were allowed:—*Held*, that the liquidator should pay the amount on the shares to M. on the receipt of M. & B. *In re TUTICORIN COTTON PRESS CO.*

[V. Williams J. [1894] W. N. 181]

— *Validity of decree—Right of English Court to question.*

See COMPANY—WINDING-UP—STAT OF PROCEEDINGS. 2.

— *Winding-up—Landlords' rights.*

See below, Landlord and Tenant. 2.

Contract.

1. — *Family arrangement—Representations inducing consent to—Reduction.* A family arrangement resettling entailed estates was set aside on the ground that the appellant had been induced to give his consent by erroneous statements. *MENZIES v. MENZIES* H. L. (S.) [1893] W. N. 48

2. — *Sale of business—Re-sale for enhanced price—Misrepresentation—Reduction—Restitutio in integrum.* By a clause in an agreement for the sale by M. of property to B., it was provided that the arrangement proceeded upon the basis that the net profits of the property amounted to — pounds on the average. A day was named for completion; if the facts were not as stated, the arrangement was to be at an end; B. was to be at liberty to examine the books.

B. agreed to sell the property to C. at an enhanced price by a conveyance; M., at the instance of B., conveyed the property to C.

More than a year after the conveyance to C. it was discovered that the books had been improperly dealt with by a clerk of M. without M.'s knowledge, so as to make the profits appear greater. An action was begun by C., with the concurrence of B., for reduction of the sale:—*Held*, that C. and B. had no title to maintain the action, for the contract did not provide for the insertion in the disposition of a clause making that disposition void if the profits were less than stated, the parties contemplating that the time given for completion was sufficient for ascertaining what profits had been made. *EDINBURGH UNITED BREWERIES CO. v. MOLLESON*

[H. L. (S.) [1894] A. C. 96]

Conveyances.

Sale of superiority—Construction of dispositive clause. By the law of Scotland, the dispositive clause of a deed in implement of a sale of land rights is the governing clause, and if its terms are express and unambiguous they cannot be contradicted or cut down by inference drawn from other parts of the deed; but if the dispositive clause contain general words of description susceptible of more than one meaning, other clauses of the deed may be referred to as shewing the sense in which these general words are used. *ORR v. MITCHELL* H. L. (S.) [1893] A. C. 238

SCOTTISH LAW—Conveyance—continued.**Death Duties.**

See DEATH DUTIES.

Divorce.

Desertion—"Reasonable cause." In an action by a husband against his wife for divorce on the ground of desertion for the statutory period, under the Scots Act, 1573, c. 55, it appeared that she had left him because of conduct on his part causing her mental distress sufficient to interfere with her restoration to health, and because of menaces by him sufficient to create in her a well-founded apprehension of physical restraint, and culminating in an act of violence against her person:—*Held*, that she had reasonable cause for leaving her husband's house, and for declining to return to it, and that there was a good defence to the action. Whether in an action for adherence by a husband, misconduct on his part short of cruelty or other matrimonial offences may be a ground for refusing relief, *quære*. *MACKENZIE v. MACKENZIE* - H. L. (S.) [1895] A. C. 384

Entail.

— *Disentail.*

See DEATH DUTIES—Legacy Duty.

Lands entailed on heirs of another entailed estate. Where an estate was entailed failing a series of heirs on the heirs in possession of H., and the other heirs substitute in the entail of H., and H. had been disentailed:—*Held*, that there was a right in the heirs substitute in the entail of H., notwithstanding the disentail of H. *INGLIS v. GILLANDERS* - H. L. (S.) [1895] A. C. 507

Guaranty.

"Cautionary obligation." An undertaking by the defenders to give, when required, a guaranty for the repayment of money to be lent by the pursuer is a good "cautionary obligation" within the meaning of s. 6 of the Mercantile Law (Scotland) Amendment Act, 1856, and is as binding on the defenders as a direct obligation. *WALLACE v. GIBSON* - H. L. (S.) [1895] A. C. 354

Heritable Securities.

By the Heritable Securities (Scotland) Act, 1894 (57 & 58 Vict. c. 44), the law relating to heritable securities was amended.

Husband and Wife.

1. — *Ante-nuptial contract—Provision to issue of children—Whether contractual or testamentary.* A conveyance in an ante-nuptial contract of marriage in favour of the children of the marriage and the issue of such children is fractional and is not gratuitous nor testamentary, but onerous and obligatory, and is not revocable by the spouses as regards the issue of the children. *MACDONALD v. SCOTT (or HALL)* - H. L. (S.) [1893] A. C. 642

2. — *Ante-nuptial contract—Rights of husband's creditors.* By ante-nuptial contract of marriage the husband bound himself, his heirs, exors., and representatives whomsoever, to pay to the wife an annuity "to be applied by her towards the expenses of my household and establishment, and that during all the days of my life." He secured the annuity on heritable property, and

SCOTTISH LAW—Husband and Wife—continued.
declared it to be his wife's separate estate free of the *jus mariti*:—*Held*, that the application of the annuity was for the husband's own benefit, and that the wife had no title to it as against his creditors. *BIRKETT (or KELSALE or ELLIOTT) v. PURDOM* - - H. L. (S.) [1895] A. C. 371

3. — *Ante-nuptial contract—Succession—Vesting.*] The rule *si sine liberis decesserit* applies to ante-nuptial marriage contracts. On the construction of an ante-nuptial marriage contract:—*Held*, that it made provision for possible grandchildren, and that the husband and son of a deceased woman were not absolutely entitled to the trust funds. *HUGHES (or EDWARDS) v. EDWARDS* - - H. L. (S.) [1893] A. C. 583

4. — *English heritage of wife.*] The wife of a domiciled Scotsman owned at her marriage land in England, which she sold with her husband's concurrence, and conveyed by deed acknowledged under 3 & 4 Will. 4, c. 74, declaring at the same time that she intended to give up her interest without provision in lieu thereof. The husband received the purchase money. There was no marriage contract. The spouses separated by consent, and the wife executed a deed of revocation of all donations and provisions in her husband's favour. On an action brought for a declaration that the price of the estates in the husband's hands was either *surrogatum* for her heritage not subject to *jus mariti* or a donation validly revoked:—*Held*, that as by the English law both spouses possessed undetermined interests in the English land, the price was not *surrogatum* for heritage belonging solely to the wife, and that her assent to the husband's receiving it was not donation *inter virum et uxorem*. *WELCH v. TENNENT* - - H. L. (S.) [1891] A. C. 639

— *Jus mariti.*

See MARRIED WOMAN — PROPERTY — Generally. 14.

Insurance, Fire.

See Arbitration, above.

Insurance, Marine.

Mutual insurance—Condition in policy.] Policy declared forfeited in consequence of a breach of condition, although such condition was alleged to have been irregularly imported into the amended articles of association of the insurance association. *MUIRHEAD v. FORTH AND NORTH SEA STEAMBOAT MUTUAL INSURANCE ASSOCIATION* [H. L. (S.) [1894] A. C. 72

And see INSURANCE, MARINE.

Joint Delinquents.

Negligence—Damages—Contribution.] Where a person had been injured by the negligence of A. & B., and had recovered damages against them jointly with costs, and extracted both decrees and gave a charge to A., who paid the whole sum and took an assignment to the decrees:—*Held*, that A. had a claim of relief against B. for the moiety of the sum paid by A., and that B. could not successfully defend on the ground of A. & B. being joint delinquents, as the foundation of A.'s claim rested on a civil debt. *PALMER v. WICK AND PULTENEYTOWN SHIPPING CO.*

[H. L. (S.) [1894] A. C. 318]

SCOTTISH LAW—continued.

Landlord and Tenant.

1. — *Agricultural lease—Compensation—“Determination of tenancy”—“Separation of the crop.”*] “Determination of tenancy” in s. 7 of the Agricultural Holdings (Scotland) Act, 1883, refers to the time when the tenant finally gives up possession of his “holding.” The expression “separation of the crop” is in popular language and legal effect equivalent to the term of *Martinas*. Per Lord Watson, the terms of s. 35 give rise to serious doubts whether the bare possession of a barn, barnyard and out-houses unconnected with any land pastoral or agricultural, is possession of a “holding.” *BLACK v. CLAY*

[H. L. (S.) [1894] A. C. 368]

2. — *Hypothec—Sequestration—Company—Winding-up.*] The term sequestration in s. 163 of the Companies Act, 1862, includes a sequestration by an urban landlord for rent under his right of hypothec. But a Scottish landlord is a secured creditor under s. 87 of the Act by virtue of his right of hypothec. *In re WANZER, LD.*

[North J. [1891] 1 Ch. 305]

Local Government.

By the Local Government (Scotland) Act, 1894 (57 & 58 Vict. c. 58), a Loc. Govt. Bd. for S. and a representative system of local government were established.

By the Local Government (Scotland) Act, 1895, the Act of 1894 was amended.

1. — *Height of buildings.*] The corporation of a burgh which has by a local Act adopted ss. 83 to 92 of the General Turnpike (Scotland) Act, “so far as the said clauses are applicable to the roads and streets within the extended burgh, and in so far as the same are not inconsistent with this Act and the Police Act,” has power under that Act and s. 91 of the General Turnpike (S.) Act, 1831, to restrain a proprietor of vacant land situate within twenty-five feet of the centre of the street from erecting a building thereon above the height of seven feet. *SCHULZE v. CORPORATION OF GALASHIELS*

[H. L. (S.) [1895] A. C. 666]

2. — *Line of street.*] “Regular line of street” in the Police and Improvement (S.) Act, 1862, s. 162, means the line of the buildings forming the street, and not a line indicating that part of the street which is dedicated to the public as highway. *SCHULZE v. CORPORATION OF GALASHIELS* - - H. L. (S.) [1895] A. C. 666

Lunatic.

Curator bonis—Discretion of Court to refuse cognition.] There is no absolute right for the issue of a cognition to have the finding of a jury as to the state of mind of an alleged lunatic. The Court of Session has a discretion as to its issue, and may, if it think proper, appoint a *curator bonis* to a person of unsound mind without judicial inquiry and on being satisfied by medical certificates of his insanity, and may for the purpose of deciding the best course to take make or remit to medical men of skill for a report as to the condition of mind of the alleged lunatic. *A—B— v. C— D—*

[H. L. (S.) [1891] A. C. 616]

SCOTTISH LAW—continued.**Master and Servant.**

1. — *Defective gear — Personal injuries — Damage.* An accident was caused to a seaman through a defective rope, which was in a proper condition when supplied, but had got frayed through use:—*Held*, that the owners were not responsible to the seaman for the captain (a fellow workman) not keeping it in repair. *GORDON v. PYPER* - H. L. (S.) [1892] W. N. 169

And see also SHIP—MASTER AND SEAMAN.

2. — *Second action—Competency.* A workman raised an action for injury, alleged to have been caused by the negligence of his employers. Pending the action he died intestate and unmarried. His mother was appointed his executrix and she also brought a second and concurrent action for solatium for loss of her son, and sought to have it referred to the same jury:—*Held*, that the second action was not competent. *WOOD v. GRAY & SONS*

[H. L. (S.) [1892] A. C. 576]

Negligence.

1. — *'Reparation—Death of injured party pending action—Survival of cause of action—Title of relatives to solatium.* Where a person who is claiming damages for injury by negligence dies pending the action, it may be continued by his executor, and a second concurrent action by his relatives for solatium in respect of such injury is incompetent. *WOOD v. GRAY & SONS*

[H. L. (S.) [1892] A. C. 576]

2. — *Reparation—Parent and child—Title to sue for death of illegitimate child.* The parent of an illegitimate child has, by the law of Scotland, no right of action against a person whose negligence has caused its death. *CLARKE v. CARFIN COAL CO.* - H. L. (S.) [1891] A. C. 412

Pledge.

Sale of goods in trust. In the law of Scotland a pledgee may re-deliver the goods to the pledgor for a limited purpose without thereby losing his rights under the contract of pledge. The pledgors of a bill of lading representing a specific cargo obtained the bill from the pledgees for the purpose of getting delivery of the goods and selling them on the pledgees' behalf, and account for the proceeds on satisfaction of the debt:—*Held*, that the security of the pledgees was not affected, and that they were entitled to the cargo covered by the bill as against the diligence of general creditors of the pledgors. *NORTH WESTERN BANK v. JOHN POYNTER, SON, & MACDONALDS*

[H. L. (S.) [1895] A. C. 56]

Railway.

1. — *Office in England.* A rlyw. co. having its governing body resident and domiciled in Glasgow, had a short line in England, which was under the Companies Clauses Act, 1845:—*Held*, that the co. was a Scotch co., and that service of a writ at the principal office of the co. on the English part of its line was not good service, r. 8 being excluded by the Companies Clauses Consolidation (Scotland) Act, 1845, which was incorporated in the co.'s special Act, and required

SCOTTISH LAW—Railway—continued.

service at the principal office of the co., i.e., in Glasgow. *PALMER v. CALEDONIAN RAILWAY CO.*

[C. A. [1892] 1 Q. B. 823; [revers. Div. Ct. [1892] 1 Q. B. 607]

2. — *Use of joint Station by third party—Construction of 27 & 28 Vict. c. cxi.; 29 & 30 Vict. c. cccxi.* *Held*, that respondents were not entitled to use the joint station at Aberdeen without payment. *FERGUSON v. NORTH BRITISH RAILWAY CO.* - H. L. (S.) [1893] W. N. 166

3. — *agreement to Stop all ordinary Trains.* *Held*, on the construction of a special Act and agreement, that all ordinary trains must stop at a certain station. *GILMOUR v. NORTH BRITISH RAILWAY CO.* - H. L. (S.) [1893] A. C. 281

River.

Pier, liability to repair. On the construction of the special Acts of the Clyde navigation trustees:—*Held*, that the Clyde trustees were under no obligation to repair the damage done to a pier at Erskine Ferry by a ship navigating the Clyde, on the ground that the pier was no part of the trustees' undertaking. *TRUSTEES OF CLYDE NAVIGATION v. LORD BLANTYRE*

[H. L. (S.) [1893] A. C. 703]

Sequestration.

— **Bankruptcy.**

See Bankruptcy, above.

— **Landlord's right.**

See Landlord and Tenant. 2, above.

Servitude.

Right of way for shooting. In order to found a prescriptive right of way according to Scotch law the acts of possession relied on must be of such a character, or done in such circumstances, as to indicate unequivocally to the proprietor of the servient tenement the fact that a right is asserted and the nature of the right. *M'INROY v. DUKE OF ATHOLE* H. L. (S.) [1891] A. C. 629

Ship.

— **Bill of lading.**

See Pledge, above.

— **Charterparty.**

See SHIP—BILL OF LADING—Exceptions.

6.

Succession.

Vesting — Substitution — General disposition. A died leaving a holograph settlement, by which he gave his widow a life interest in all his property. He gave to B. his estate of S., but wished it to be expressly understood that in the event of B. dying without heirs male then S. was to revert to C. B. survived A., but died before testator's widow, unmarried, leaving a general disposition of all his estate:—*Held*, that the fee of S. vested in B. after A.'s death, and that the clause of return to C. was not higher than simple substitution, and had been evacuated by B.'s trust disposition. *HAMILTON v. RITCHIE*

[H. L. (S.) [1894] A. C. 310]

Superior and Vassal.

Entry — Casualty — Composition — Relief — Trust. J.'s ancestor acquired three parcels of and by purchase, in all of which his authors were

SCOTTISH LAW—Superior and Vassal—contd.

infert and entered with the superior. He took base infertment with one parcel; but none of the series of his heirs on whom his succession devolved expede a feudal title or were entered with the superior. A trust over the lands was created by the appellant's grandfather, and the trustees after his death were entered with the superior. Ultimately the lands were reconveyed by the surviving trustee to the appellant, who was infert, and under the Conveyancing (Scotland) Act, 1874, impliedly entered with the superior:—*Held*, that the appellant was liable to the superior in a composition. *JOHNSTONE v. DUKE OF BUCLEUCH* [H. L. (S.) [1892] A. C. 625]

University.

Ordinance—Statutory power—Laying before Parliament. Where one section of a statute provided that "all ordinances made by the commrs." shall be laid before both Houses of Parl., *held*, that a power given to the commrs. to do an act affecting both public and private interests by another section which is silent as to the sanction of Parl. does not give an absolute power, unless the section plainly states that the exercise of the power shall not be subject to review. *METCALFE v. COX* - - H. L. (S.) [1895] A. C. 328

Water.

Percolation—Interference with flow. Observation of Lord Watson as to statement of law of S. by Lord Wensleydale in *Chasemore v. Richards* (7 H. L. C. 349). *BRADFORD (CORPORATION) v. PICKLES* - - H. L. (E.) [1895] A. C. 587

Will.

Heritage—Real or personal burden. A., by a *mortis causa* settlement, conveyed to B., his son, his whole estate, heritable and moveable, subject to a free annuity to C., his daughter, which was "hereby declared to be a real burden on the estates and effects hereby conveyed." After A.'s death B. completed his title to the heritable subjects by recording notarial instruments in accordance with the Titles to Lands Consolidation (Scotland) Act, 1868, in all which notarial instruments the annuity was declared to be a real burden on the land. B.'s estate was sequestrated, and his trustee claimed that C.'s annuity had not been validly constituted a real burden on the lands:—*Held*, that the annuity had been constituted a real burden on the lands. *COWIE v. MURDEN* - - H. L. (S.) [1893] A. C. 674

SCOTTISH JUDGMENT.

See ADMINISTRATION BY THE CHANCERY DIVISION. 2.

SCOTTISH TESTATOR.

See ADMINISTRATION BY THE CHANCERY DIVISION. 16.

SCREEN.

— to Chancel, &c.

See ECCLESIASTICAL LAW—Faculty. 4, 14.

SCRUTINY.

— of Votes at parliamentary election.

See PARLIAMENT—Election Petition. 3.

SCULPTURE.

See COPYRIGHT—Sculpture.

"SEAGOING SHIP."

See SHIP—MERCHANT SHIPPING ACTS. 4

SEA FISHERY.

See FISHERY—S3a.

SEAL.

— of Company affixed to deed.

See COMPANY—DIRECTORS—Quorum.

SEAL FISHERY.

See FISHERY—Sea.

SEALING.

— Seal of the Court—Companies winding-up.

See COMPANY—WINDING-UP—PETITION AND ORDER. 10.

SEAMAN.

See SHIP—MASTER AND SEAMAN.

SEAWORTHINESS.

See SHIP—BILL OF LADING—Exceptions.

5, 6—Warranty. 2; *SHIP—MASTER AND SEAMAN.* 4.

SECOND COMMUNION TABLE.

See ECCLESIASTICAL LAW—Faculty. 15.

SECRET PREPARATION.

See TRADE NAME. 5.

SECRETARY.

— of Cost-book mine.

See STANNARIES.

SECURED CREDITOR.

See BANKRUPTCY—PROOF. 11; *BANKRUPTCY—SECURED CREDITOR.*

COMPANY—WINDING-UP—PROOF. 5.

SECURITIES.

— Negotiable instruments.

See BANKER—Liability. 2, 3, 5.

— Payment of money—Acceptances.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 9.

SECURITIES TO BEARER.

See NEGOTIABLE INSTRUMENT.

SOLICITOR—LIABILITY. 7.

TRUSTEE—DUTIES AND LIABILITIES

— Custody of Title-deeds and Chattels. 1.

SECURITY.

— for Annuity.

See ANNUITY—Security for.

— for Costs.

See JUDICIAL COMMITTEE—Practice. 9, 10.

PRACTICE—SECURITY FOR COSTS.

— of Liquidator.

See COMPANY—WINDING-UP—LIQUIDATOR. 11.

— Mayor's Court—Appeals.

See LONDON, CITY—Administration of Justice—Mayor's Court. 2.

— of Receiver.

See PRACTICE—RECEIVER—Security.

— for Solicitor's bill of costs.

See SOLICITOR—LIEN. 6.

SEIGNEURIAL RIGHTS.

See JERSEY—Law of Jersey. 1, 2.

SEIZURE.

— of Goods under bill of sale.

See BILL OF SALE—SEIZURE.

SEIZURE QUOUSQUE.

See LIMITATIONS, STATUTE OF. 29.

SEPARATE DEBT.

— of Partner.

See PARTNERSHIP—Liabilities. 11.

SEPARATE ESTATE.

See MARRIED WOMAN — PROPERTY, *passim*.

SEPARATE EXAMINATION.

— of Married Woman.

See SETTLED LAND—SETTLED ESTATES ACT. 5.

"SEPARATELY OCCUPIED AS A DWELLING."

See PARLIAMENTARY, &C.—REGISTRATION—Claim. 12.

SEPARATION (AND SEPARATION ORDER).

See DIVORCE—SEPARATION.

SUMMARY PROCEEDINGS — Jurisdiction and Practice. 7.

— between Persons not Married.

See DEED—Construction. 5.

SEQUESTRATION.

— Ecclesiastical law.

See ECCLESIASTICAL LAW—Sequestration.

— Practice.

See PRACTICE—SEQUESTRATION.

— Scottish law.

See SCOTTISH LAW—Bankruptcy; Landlord and Tenant. 2.

— Separate property.

See MARRIED WOMAN — PROPERTY — Generally. 20.

SERIAL.

See COPYRIGHT—Book. 2.

SERJEANT-AT-ARMS.

Historical note by Master Jenkins as to the office of Serjeant-at arms. G— v. L—
[1891] 3 Ch. 127, n.

SERVANT.

See MASTER AND SERVANT.

— Director servant of company.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 2.

— Dishonesty—Liability of trustee.

See TRUSTEE—DUTIES AND LIABILITIES — Custody of Title-deeds, &c. 2.

— Embezzlement by.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 2, 3.

SERVANT OF THE CROWN.

— Tenure of office.

See CROWN (PREROGATIVE). 4.

"SERVED WITH."

— Affidavits served with notice of motion.

See PRACTICE—ATTACHMENT AND COMMITTAL. 2, 3.

SERVICE (CONTRACT OF).

See MASTER AND SERVANT.

SHIP—MASTER AND SEAMAN.

— Personal.

See CONTRACT—Breach. 2.

SERVITUDE.

See SCOTTISH LAW—Servitude.

SERVICE OF WRITS AND DOCUMENTS.

See PRACTICE—SERVICE.

SERVICE OF WRITS AND DOCUMENTS—contd.

— Bankruptcy notice.

See BANKRUPTCY—ACT OF BANKRUPTCY — Bankruptcy notice. 17.

— Copies of affidavit—Time.

See PRACTICE—EVIDENCE. 16.

— Divorce Bill—Substituted service.

See HOUSE OF LORDS—Practice. 3.

— Notice of appeal to quarter sessions—Service on clerk.

See SESSIONS—QUARTER SESSIONS. 8.

— Notice of opposition to renewal of licence.

See INTOXICATING LIQUORS — Licence. 12, 13.

— of Summons under Public Health London Act, 1891.

See LONDON COUNTY — NUISANCES AND SANITATION. 7.

SESSIONS—PETTY SESSIONS.

Returns shewing for each of the years, 1890—1893, the number of appeals from decisions of justices out of sessions is contained in Part I. (1) of the Judicial Statistics for those years. The statistics for those four years are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d. 3 8
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

— Appeals to the High Court.

See SUMMARY JURISDICTION—Appeals to the High Court.

— Jurisdiction under Lands Clauses Acts.

See LAND — Acquisition under Lands Clauses Acts. 1, 2.

— Jurisdiction and practice at.

See SUMMARY PROCEEDINGS — Jurisdiction and Practice.

— Justices' clerks.

See BOROUGH (ENGLAND)—Judicial Expenses.

— Justices, disqualifications of.

See JUSTICES—Disqualification.

— Licensing powers.

See INTOXICATING LIQUORS—Licence.

SESSIONS—QUARTER SESSIONS.

By the Quarter Sessions Act, 1894 (57 & 58 Vict. c. 6), power was conferred on Quarter Sessions to alter the time for holding Quarter Sessions.

General Statistics.

Reports and Tables shewing for each of the years, 1890-1894, the number of persons committed for trial at the Assizes and Sessions, with the result of the proceedings, the number of Crown Cases reserved for the consideration of the Court of Criminal Appeal, the sums paid by County, Liberty, and Borough Councils for criminal prosecutions at Assizes and Sessions, and for proceedings under

SESSIONS—QUARTER SESSIONS—continued.

the Summary Jurisdiction Act, 1879, and the number and costs of Government prosecutions form Part I. (2) of the Judicial Statistics for those several years. These returns are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
					s. d.
1893	1895	C. 7725	..	..	3 8
1892	1893-4	C. 7168	103	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890-1	C. 6443	93	1	2 0

1. — *Appeal—Costs—Taxation out of sessions—Consent.* *Seemle*, per Lord Halsbury and A. L. Smith L.J., that where no consent has been given to taxation out of sessions a subsequent court of quarter sessions has no jurisdiction to make an order on the clerk of the peace to tax the costs. *Per Lord Herschell*, in *H. L. (E.)*: The practice to tax out of sessions has become so common, that the slightest evidence of consent would suffice. *MIDLAND RAILWAY v. GUARDIANS OF EDMONTON UNION* - - - C. A. (Lindley L.J. diss.) [1895] 1 Q. B. 357; *affirm.* by H. L. (E.) [1895] A. C. 485

2. — *Appeal—Deposit in lieu of Recognisance.* Although justices may allow a deft. who wishes to appeal to quarter sessions to make a deposit instead of entering into recognisances, the deposit must be made strictly in accordance with s. 31, sub-s. 3, of the Summary Jurisdiction Act, 1879, i.e., within three days after giving notice of appeal that the justices allowing the deposit may have the notice of appeal before them:—*Held*, therefore, that a deposit made before giving notice was invalid. *REG. v. JUSTICES OF ANGLESEA* (No. 2) Div. Ct. [1892] 2 Q. B. 29

— *Appeal from Quarter Sessions—Costs.*

See PRACTICE—CROWN OFFICE. 1.

— *Expenses of, in boroughs over and under 10,000 inhabitants.*

See COUNTY COUNCIL—Expenses. 2.

3. — *Licensing appeals—Appeal from refusal of licence—Costs.* As regards an appeal against a refusal to renew a licence, s. 29 of the Alehouse Act, 1828, has not been repealed; but it does not apply to the costs of justices who make themselves "parties" within the Summary Jurisdiction Act, 1879, s. 31 (5), to an appeal by taking an active part in opposing the appeal.

When an appeal is dismissed quarter sessions have a discretion as to the costs of justices who thus make themselves "parties" to the appeal, and if they have exercised their discretion by refusing to give the justices their costs, the High Court cannot interfere by mandamus. *REG. v. LONDON (JUSTICES)* (No. 4) [1895] 1 Q. B. 214; *affirm.* C. A. [1895] 1 Q. B. 616

4. — *Licensing appeals—Summary Jurisdiction Acts.* Appeals to quarter sessions from

SESSIONS—QUARTER SESSIONS—continued.

justices acting in their jurisdiction under the Licensing Acts are now regulated by the Summary Jurisdiction Acts, 1848, 1879 and 1884. But these Acts do not repeal s. 29 of the Alehouse Act, 1828. *REG. v. JUSTICES OF LONDON COUNTY* (No. 4) - C. A. [1895] 1 Q. B. 616 [affirm. Div. Ct. [1895] 1 Q. B. 214

And *see* INTOXICATING LIQUORS—Licence.

5. — *Procedure at hearing.* Where the respondent does not appear before the quarter sessions the Court is justified in quashing the conviction, inasmuch as by the procedure on such appeals the respondent has to begin and prove the matters complained of. *REG. v. JUSTICES OF SURREY* (No. 2) - Div. Ct. [1892] 2 Q. B. 719

6. — *Recognisance.* The recognisance to prosecute an appeal from an order of a court of summary jurisdiction under s. 31 (3) of the Summary Jurisdiction Act, 1879, may be entered into before any court of summary jurisdiction, whether acting for the same county as the justices from whose order the appeal is brought or not. *REG. v. JUSTICES OF DURHAM* - Div. Ct. [1895] 1 Q. B. 801

7. — *Sentence.* An appeal may be brought to quarter sessions against a summary conviction on the sole ground that the sentence was excessive, and the conviction may be quashed on that ground. *REG. v. JUSTICES OF SURREY*

[Div. Ct. [1892] 2 Q. B. 719

8. — *Service of notice of appeal.* (A) Under sub-s. 2, s. 31, of the Summary Jurisdiction Act, 1879, notice of appeal is sufficient if addressed to and served on the justices' clerk, and it is not necessary that it should be addressed to the convicting justices. *REG. v. JUSTICES OF ESSEX* (No. 1) - Div. Ct. [1892] 1 Q. B. 490

(B) Sect. 31 of the Summary Jurisdiction Act, 1879, applies to appeals from licensing justices to quarter sessions. Service of notice of appeal on some of the justices or their clerk and the chief constable of the county held sufficient. *REG. v. JUSTICES OF GLAMORGANSHIRE*

[C. A. [1892] 1 Q. B. 621

9. — *Service of notice of appeal on solicitor of party.* A., a solicitor, represented B. in a successful application for an affiliation order. Subsequently a notice of appeal was given to A., who accepted it on behalf of B.:—*Held*, that A.'s authority to represent B. terminated when the order was obtained, and, therefore, the service of the notice of appeal on A. was invalid. *REG. v. JUSTICES OF OXFORDSHIRE* C. A. [1893] 2 Q. B. 149

10. — *Summary conviction after election to be tried summarily for indictable offence.* Where a person charged before act of summary jurisdiction with an indictable offence elects to be dealt with summarily under s. 12 of the Summary Jurisdiction Act, 1879, and is convicted, he has no right of appeal under s. 19 of the Act, which relates only to appeals from convictions under past or future Acts. *REG. v. JUSTICES OF LONDON. Ex parte LAMBERT* Div. Ct. [1892] 1 Q. B. 664

SETTING ASIDE.

— of Service.

See PRACTICE—SERVICE—Out of the Jurisdiction. 11, 20, 24.

SET-OFF.

— Bankruptcy.

See BANKRUPTCY—SET-OFF.

— Company winding-up.

See COMPANY—CALLS. 4, 5.

COMPANY—WINDING-UP—FRAUDU-

LENT PREFERENCE; COMPANY—

WINDING-UP—PROOF. 6; COMPANY

—WINDING-UP—SET-OFF.

— Costs—Married woman, action against.

See PRACTICE—COSTS—Married Woman.
3.

— Purchase-money and share of proceeds.

See PARTITION. 10.**SETTLED ESTATES ACT.***See* SETTLED LAND—SETTLED ESTATES
ACT.**SETTLED LAND—GENERAL JURISDICTION.**1. — *Infant — Remainderman — Salvage.*]

There is no general jurisdiction to charge the interest of an infant tenant for life in remainder with expenditure on structural alterations and repairs on the mansion-house necessary for the preservation of the house. Such expense does not fall under the head of salvage. The Settled Land Acts, whether they do or do not exclude the general jurisdiction of the Court, afford a guide to the Court. *In re DE TEISSIER'S SETTLED ESTATES. In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE TEISSIER*

[Chitty J. [1893] 1 Ch. 153

2. — *Opposition to bill in Parliament.*] Independently of s. 36 of the Settled Land Act, 1882, the Court under its general jurisdiction has power to direct payment out of capital moneys arising under the Act and subject to a settlement of the costs of Parl. opposition to bills containing provisions injurious to the settled estates. *In re ORMBOD'S SETTLED ESTATE*

[North J. [1892] 2 Ch. 318

SETTLED LAND—SETTLED ESTATES ACT.

1. — *Exclusion of statutory power of sale—“Express declaration.”*] A testor. expressed his will to be that a trust for sale created by him should not be exercised so far as it related to his mineral lands during the lives of certain persons:—*Held*, that this direction was such “an express declaration” of intention within s. 38 of the Settled Estates Act, 1877, as to prevent the Court from exercising its statutory powers. *In re PEAKE'S SETTLED ESTATES (No. 1)*

[North J. [1893] 3 Ch. 430

2. — *General powers of leasing—Building leases.*] A testor. by his will devised land to the use of certain persons and the survivors of them, with remainders over, and conferred certain powers additional to, or larger than those under the Settled Estates Act, 1877, on the tenants for life and the trustees of the settlement, *inter alia*, a power to grant building leases for any term not exceeding 999 years. Some of the tenants for life being permanently resident abroad, an order was made (on a petition by all the tenants for life), vesting in the trustees general powers of granting building leases for such terms. *In re HOUGHTON'S ESTATES* — — — *Kekewich J.*

[[1894] W. N. 20

3. — *Dispensing with concurrence of unborn***SETTLED LAND—SETTLED ESTATES ACT—**
continued.

child.] Testor's widow was *enceinte*; should a male child be born he would be one of testor's heirs in gavelkind, and as such would have an interest in freehold property in Kent as to which it was doubtful whether or not the testor. had died intestate. It being desired to lease the property, the Court dispensed with notice to the unborn child. *In re RAYNER'S SETTLED ESTATES* [Kekewich J. [1891] W. N. 152

4. — *Infant—Trust to accumulate.*] A testor. devised real estate on a trust to accumulate the rents during minority of a son followed by a trust for the son absolutely on his attaining twenty-four:—*Held*, that by virtue of s. 41 of the Conveyancing Act, 1881, the estate was a “settled estate” within the Settled Estates Act, 1877, and the Court could sanction a sale of it. *In re SPARROW'S SETTLED ESTATE*

[North J. [1892] 1 Ch. 412

5. — *Married woman—Separate examination—Title of petition.*] A petition for the payment out of Court of proceeds of real estate settled by the testor., to the trustees of his wife, some of the beneficiaries being married women, can be granted with dispensation from separate examination of the married women. *In re WARD'S SETTLED ESTATES* — — — *Kekewich J.* [1895] W. N. 41

6. — *Petition—Parties.*] To a petition under the Settled Estates Act, 1877, where there are subsidiary or derivative settlements by way of trust for sale executed by beneficiaries of the original settlement, the beneficiaries of such subsidiary settlements are not necessary parties to the petition. *In re HODGE'S SETTLED ESTATES*

[Kekewich J. [1895] W. N. 69

7. — *Statutory power of sale—Female trustees.*] In a case where two ladies were trustees of settled land—

(A) The Court refused at first to authorize them to exercise the statutory powers of sale. *In re PEAKE'S SETTLED ESTATES (No. 1)*

[North J. [1893] 3 Ch. 430

(B) When no other persons could be found willing to become trustees, the Court authorized them to exercise the statutory power of sale, “subject to the approval of the Court in each case,” but such power was not given to “or other the trustees for the time being.” *In re PEAKE'S SETTLED ESTATES (No. 2)*

[North J. [1894] 3 Ch. 520

SETTLED LAND—SETTLED LAND ACTS.*Application of Capital Money, col. 774.**Tenant for Life, col. 779.**Trustees, col. 785.***Application of Capital Money.**

1. — *Agent's house.*] Capital money cannot be expended in building a residence for the estate agent. *In re LORD GERARD'S SETTLED ESTATES* [C. A. [1893] 3 Ch. 252

2. — *Alterations with a view to letting.*] Alterations in mansion-house under s. 13 (ii.) of the Act of 1890 must be confined to cases where an actual immediate letting is contemplated.

SETTLED LAND — SETTLED LAND ACTS —
Application of Capital Money—*continued*.

(A) *In re DE TEISSIER'S SETTLED ESTATES.*
In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE
TEISSIER - - - *Chitty J. [1893] 1 Ch. 153*

(B) *In re LORD GERARD'S SETTLED ESTATES*
[C. A. [1893] 3 Ch. 252]

3. — “Annual rental.” Mode, in which annual rental is calculated, considered.

(A) Income derived from capital money invested is to be included. *In re DE TEISSIER'S SETTLED ESTATES. In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE TEISSIER*

[*Chitty J. [1893] 1 Ch. 153*

(B) Where more than one estate is within the settlement the annual rent of both is to be included. *In re LORD GERARD'S SETTLED ESTATES*

[C. A. [1893] 3 Ch. 252, at p. 268]

(C) Annual rental does not include anything for the mansion-house or any farm occupied therewith, but includes the rent of any farm usually let but temporarily unlet. *In re WALKER'S SETTLED ESTATE* - *North J. [1894] 1 Ch. 189*

4. — *Architectural improvements.* The Settled Land Acts do not authorize the application of capital money in beautifying an ugly house or the stables attached to it. *In re LORD GERARD'S SETTLED ESTATES* - *C. A. [1893] 3 Ch. 252*

5. — *Chapel.* Capital money cannot be applied in building a private chapel. *In re LORD GERARD'S SETTLED ESTATES*

[O. A. [1893] 3 Ch. 252]

6. — *Costs of attempted sale—Charge on land.* Where a tenant for life acting honestly and with due diligence in the exercise of his powers under the Settled Land Act, 1882, makes an unsuccessful attempt to sell the land, the costs and expenses incurred by him over the attempted sale are payable out of capital under s. 21 (x.). The Court can, under ss. 46, sub-s. 6, 47, and 55, sub-s. 3, order the costs to be paid out of the settled property, and raised by a charge on the settled land. *In re SMITH'S SETTLED ESTATES*

[*Kekewich J. [1891] 3 Ch. 65*

7. — *Drainage expenses—Owner—“Repairs.”* A testor, devised houses to trustees on certain trusts, and declared that “the persons beneficially entitled should keep the same in good and absolute repair.” The trustees paid capital money of the testor's estate, held on similar trusts, for drainage expenses under the Public Health Act, 1848:—*Held*, (1) that as the trustees were the persons entitled to receive the rack rents they were “owners” within s. 2 of the Act from whom the expense of the work could have been recovered if they had not done it, but (2) that as the works were not “repairs” within the will, the sums, though properly expended by the trustees as between the tenant for life and remaindermen, must be treated as a charge on the property. *In re BARNEY. HARRISON v. BARNEY*

[*Stirling J. [1894] 3 Ch. 562*

8. — *Improvements—Alterations and additions with view to letting.* Restoring the roof of a mansion-house, which was in a very dilapidated condition, and altering the main entrance so as to provide a billiard-room, and to render the

SETTLED LAND — SETTLED LAND ACTS —
Application of Capital Money—*continued*.

house less cold and draughty, are “alterations” within s. 13 (ii.) of the Act of 1890, but fitting up warming apparatus and pipes is not such an “alteration,” nor is it either directly or by analogy an “improvement” within s. 25 of the Act of 1882. *In re GASKELL'S SETTLED ESTATES*

[*Chitty J. [1894] 1 Ch. 485*

9. — *Improvements—Building estate—Waterworks.* An agreement by a limited owner to sell land to a waterworks co. in consideration of fully paid-up shares in the same, for the purposes of developing a building estate, and to provide part of the working capital, held to fall within ss. 25 (xiii.), 27, of the Settled Land Act, 1882. *In re ORWELL PARK ESTATE*

[*Kekewich J. [1894] W. N. 135*

10. — *Improvements executed before 1890.* Sect. 15 of the Settled Land Act, 1890, is retrospective as to the cost of improvements executed since the commencement of the Act of 1882, and the Court can direct payment of such cost out of the capital money.—*Quere*, whether s. 15 of the Act of 1890 is retrospective as to improvements effected before the commencement of the Act of 1892. In the case of such improvements the Court has a discretion:—*Held*, that where such expenditure was deliberately incurred, the Court in its discretion would not allow it to be paid out of capital. *In re ORMROD'S SETTLED ESTATES*

[*North J. [1892] 1 Ch. 318*

11. — *Improvements executed without scheme—Re-imbursement.* The submission of a scheme before the execution of improvements is no longer necessary since the Act of 1890, and the Court has jurisdiction to sanction the re-imbursement of a tenant for life. But when a tenant for life who has not prepared a scheme asked for re-imbursement the Court should be vigilant and careful to see that no expenses were thrown on capital which from a business point of view might fairly come out of income. Repairs incidental to the ordinary enjoyment of the property should not be allowed, nor the expense of additions and alterations to the sanitary arrangements of a mansion. *In re TUCKER'S SETTLED ESTATES*

[O. A. *varying Kekewich J. [1895] 2 Ch. 468*

12. — *Improvements—Personally held on trust to invest on land.* Capital moneys, arising from a bequest of personality on trust to purchase land and settle it to the uses of a settlement of land, can be used for improvements on the settled land, without first investing the moneys in land and then selling it again; the will and the settlement forming one “settlement” within the meaning of the Settled Land Act, 1882. *In re MUNDY'S SETTLED ESTATES* - *C. A. *varying North J.**

[*[1891] 1 Ch. 399*

13. — *Interpretation.* Judicial interpretations as to the application of purchase-money under the Lands Clauses Act are not of any authority as to the application of capital moneys under the Settled Land Acts. *In re LORD GERARD'S SETTLED ESTATES*

[O. A. [1893] 3 Ch. 255]

14. — *Investment of capital money in hands of trustees—Direction by tenant for life.* The exer-

SETTLED LAND — SETTLED LAND ACTS —**Application of Capital Money—continued.**

cise in good faith of the power of direction as to the investment or other application of capital moneys in the hands of the trustees given to the tenant for life by the Settled Land Act, 1882, s. 22 (2), cannot be controlled by the trustees or by the Court. *In re LORD COLERIDGE'S SETTLEMENT* - - - **Chitty J. [1895] 2 Ch. 704**

15. — *Lands allotted to vicar "and his successors."* An award, pursuant to an Inclosure Act, of lands in respect of glebe to M. and his successors, vicars of C., is not an instrument limiting an estate or interest in land "to or in trust for any persons by way of succession" so as to constitute a settlement within the meaning of s. 2 (1) of the Settled Land Act, 1882. But where part of lands awarded to the vicars of C. pursuant to an Inclosure Act had been taken by a railway, and the purchase-money paid into Court, then by the combined operation of s. 32 of the Settled Land Act, 1882, and s. 69 of the Lands Clauses Act, 1845, and upon the authorities, such money may be dealt with as capital money arising under the Settled Land Acts; and the Court has discretionary jurisdiction under the Settled Land Act, 1887, to authorize the application of them in the redemption of terminable rent-charges on glebe, created under the Land Improvement Act, 1864. *Ex parte VICAR OF CASTLE BYTHAM. Ex parte MIDLAND RAILWAY* **Stirling J. [1895] 1 Ch. 348**

16. — *Married woman.* A petition for payment out of Court of the proceeds of sale of a testator's real estate to the trustees of his will should be entitled under the Settled Land Acts as well as the Settled Estates Act, 1877. *In re WARD'S SETTLED ESTATES*

[**Kekewich J. [1895] W. N. 41**]

17. — *Mines—Erection of new pumps.* The erection of a new pumping-engine and pumps for draining mines included in a settlement is an improvement authorized by s. 25 (xx.) of the Settled Land Act, 1882. *In re MUNDY'S SETTLED ESTATES* - - - **North J. [1891] 1 Ch. 399**

18. — *Moneys under separate deed or will.* Declarations by Court that a will and deed, with limitations almost identical but separately stated, constituted one compound settlement.

(A) Moneys under the deed applied to improve lands held under the will. *In re BYNG'S SETTLED ESTATES* - - - **North J. [1892] 2 Ch. 219**

(B) Moneys under the will applied to improve lands settled under the deed. *In re MUNDY'S SETTLED ESTATES* - **C. A. varying North J. [1891] 1 Ch. 399**

19. — *Prospective order.* A prospective order to apply capital moneys for the construction of roads, &c., to develop a building estate cannot be made under the Act of 1882, for the payment by the trustees can only be sanctioned on proof that the work had been properly done. *In re MILLARD'S SETTLED ESTATES*

[**C. A. affirm. Kekewich J. [1893] 3 Ch. 116**]

20. — *Prospective order.* Capital money in s. 15 of the Act of 1890 means capital money already in hand and capable of application. The Court will not make a prospective order fettering its discretion in the application of capital arising

SETTLED LAND — SETTLED LAND ACTS —**Application of Capital Money—continued.**

from time to time. *In re MARQUIS OF BRISTOL'S SETTLED ESTATES* - - - **Kekewich J. [1893] 3 Ch. 161**

21. — *"Rebuilding."* A new roof, alterations consequent upon dry rot, re-arrangement of drainage, &c., do not amount to "rebuilding" within s. 13 (iv.) of the Act of 1890. *In re DE TEISSIER'S SETTLED ESTATES. In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE TEISSIER* [**Chitty J. [1893] 1 Ch. 153**]

22. — *"Rebuilding."* A tenant for life reconstructed the mansion-house, rebuilding reception rooms with rooms over them, converting the kitchens, pulling down servants' rooms and offices, and building a billiard-room, smoking-room, &c., on their site, and rebuilding servants' rooms, &c., on a different site:—*Held*, that there had been a rebuilding within the meaning of s. 13 (iv.) of the Act of 1890, and that the application of capital moneys was authorized to the extent of half the annual value of the estate. *In re WALKER'S SETTLED ESTATE*

[**North J. [1894] 1 Ch. 189**]

23. — *Rent-charge—Payment of past instalments.* Where improvements authorized by the Settled Land Acts have been effected upon settled land and paid for with money borrowed and repayable by a rent-charge under the Improvement of Land Act, 1864, the Court cannot under s. 15 of the Act of 1890 direct the trustees to apply capital moneys in their hands in repaying to the tenant for life any instalments of such rent-charge paid by him before the date at which he has required provision to be made for payment or redemption under the Act of 1887. *In re DALISON'S SETTLED ESTATES*

[**Stirling J. [1892] 3 Ch. 522**]

24. — *Rent-charge—Purchase or redemption.* A tenant for life borrowed, between 1881 and 1885, under the Land Improvement Act, 1864, money for "improvements," and the repayment was secured by rent-charges. Between 1883 and 1885 some of these rent-charges were bought up by the trustee under s. 60 of the Act of 1864. In 1888 the portion of the estate on which the improvements were effected was sold, and the rent-charges shifted to the unsold portions:—*Held, inter alia*, that the instalments of rent-charges falling due after the passing of the Settled Land Act, 1887, and after the question had been raised by the tenant for life, should be provided for out of capital moneys. *In re HOWARD'S SETTLED ESTATES*

[**Stirling J. [1892] 2 Ch. 233**]

25. — *Sale of settled land—Discharge of incumbrances.* A testator devised two estates, W. and S., to his son J. for life, remainder to such of J.'s children as should attain twenty-one, and his residuary estate to J. absolutely. W. was subject to a mortgage in fee. S. was unincumbered. J. sold part of S. under the Settled Land Act, and the money was applied in part-payment of the mortgage on W. J. died leaving only infant children. The contingent remainders failed as to S., but not as to W. The heir-at-law claimed to have a charge on W. for the money applied in

SETTLED LAND — SETTLED LAND ACTS —**Application of Capital Money—continued.**

reducing the mortgage:—*Held*, by North J., that J.'s heir could not complain of the application of money applied by the direction of J., who ultimately became absolutely entitled to it:—*Held*, by C. A., that there was only one settlement and one settled estate, and that the application of the money was within the powers of the Act of 1882. *In re FREME. FREME v. LOGAN* (No. 2)

[Both Courts [1894] 1 Ch. 1

26. — *Sale—Appointment of trustees.*] Where the Court is satisfied that a sale is impossible, the Court is not bound to appoint trustees for the purposes of the Settled Land Acts.

Where W., the tenant for life of an undivided moiety of settled lands, desired to sell the same, the Court, although of opinion that a sale was not probable, appointed trustees, and ordered the costs of the application to be charged on the settled land subject to existing mortgages. *WILLIAMS v. JENKINS* (No. 2)

[Kekewich J. [1894] W. N. 176

27. — *Salvage.*] Applications under the general jurisdiction of the Court to apply capital moneys for the preservation or salvage of property will be refused. *In re DE TEISSIER'S SETTLED ESTATES. In re DE TEISSIER'S TRUSTS. DE TEISSIER v. DE TEISSIER*

[Chitty J. [1893] 1 Ch. 153

28. — *Stables.*] Whether stables are part of the principal mansion-house, and can therefore be rebuilt out of capital, depends upon the facts of each case, and may be so connected not merely physically but by occupation and enjoyment and propinquity as to be part of the mansion-house. *In re LORD GERARD'S SETTLED ESTATES*

[C. A. [1893] 3 Ch. 252

Tenant for Life.

1. — *Base fee—Title to fee simple.*] A tenant for life of a base fee is a "person entitled to a base fee" within s. 58 of the Settled Land Act, 1882, and he can make a good title under the Act to the fee simple in the settled land. *In re MORSEHEAD'S SETTLED ESTATE*

[North J. [1893] W. N. 180

2. — *Building lease—Agreement to lay out specific sum in repairs.*] A lease made partly in consideration of the lessee agreeing to expend a specific sum of money in doing the improvements and repairs specified in a schedule is a building lease within the meaning of s. 8 (1) of the Settled Land Act, 1882.

But the Court, in the exercise of its discretion under s. 7 of the Settled Land Act, 1884, will not sanction a building lease in which the repairs or improvements agreed to be done by the lessee are such as an ordinary landlord is expected to do. *In re DANIELL'S SETTLED ESTATES*

[C. A. [1894] 3 Ch. 503

3. — *Compound "settlement"—Restraint on anticipation—Conveyance—Parties—Jointures.*] Where land was settled by a series of instruments, the tenant for life under the latest settlement contracted to sell discharged from prior incumbrances, including jointure rent-charges, one of which the jointress was restrained from anticipating:—*Held*, that he could, the various instru-

SETTLED LAND — SETTLED LAND ACTS —**Tenant for Life—continued.**

ments constituting a "settlement" within s. 2, sub-s. 1, of the Act of 1882:—*Held*, also, that the purchaser could not require the concurrence in the conveyance either of the jointress or of the trustees of the terms securing the jointure. The Court directed payment of the purchase-money to trustees of the compound settlement, who were to be appointed for the purposes of the Act, and directed release of the restraint on anticipation to enable the jointress to consent to the payment of incumbrances over which her jointure had priority. The rent-charges were to be paid out of the income of the purchase-money. *In re MARQUIS OF AILESBUURY AND LORD IVEACH. RIDDELL v. RIDDELL* - - - *Stirling J.*

[[1893] 2 Ch. 345

4. — *Constructive notice.*] The doctrine of constructive notice ought not to be applied so as to invalidate the titles of persons dealing *bona fide* with tenants for life when exercising their powers under the Settled Land Acts. *MOGRIDGE v. CLAPP* - - - C. A. [1892] 3 Ch. 332

5. — *Equitable tenant for life—Right to possession—Discretion of Court.*] Trustees held freehold land on trust for sale, with power to postpone sale, and with extensive powers of management:—*Held*, that the Court had a judicial discretion, which was not abrogated by the Settled Land Acts, which it could exercise by letting the tenant for life into possession, and to exercise all the powers conferred by the Acts except the power of sale and exchange, with power for the trustees to apply to resume possession in case they should decide to sell. *In re BAGOT'S SETTLEMENT. BAGOT v. KITTOE*

[Chitty J. [1894] 1 Ch. 177

6. — *Equitable tenant for life—Right to possession—Estate and title deeds.*] An equitable tenant for life, whose estate is determinable on alienation or bankruptcy, is entitled, if the estate and the trustees can be adequately protected, to be let into possession of the estate, and consequently, as a general rule, to the custody of the title deeds. Form of order. *In re WYTHES. WEST v. WYTHES. Kekewich J.* [1893] 2 Ch. 369

7. — *Equitable tenant for life—Right to possession—Female tenant.*] An equitable tenant for life of a settled estate is entitled to be let into possession on a proper case being made, but the order must contain terms protecting the trustees, especially where the property is subject, as in the case of leaseholds, to onerous covenants. The application must be by originating summons, and served on the trustees, and any mortgagees of the tenant for life's interest, but not under ordinary circumstances on the reversioner. But where the tenant for life has mortgaged his interest the mortgagees can insist on the title deeds being retained by the trustees. A female tenant for life is not necessarily disqualified from being let into possession. *In re NEWEN. NEWEN v. BARNES*

[Kekewich J. [1894] 2 Ch. 297

8. — *Improvement rent-charge—Release of part of land sold.*] Where settled land is subject to an improvement rent-charge under the Improvement of Land Act, 1864, the tenant for life

SETTLED LAND — SETTLED LAND ACTS — Tenant for Life—continued.

can, on a sale of part of the land, effectually exonerate the part sold by obtaining the consent of the owner of the rent-charge to charging the entire rent-charge upon the unsold land under s. 5 of the Settled Land Act, 1882; without obtaining a release from the Bd. of Agric. under ss. 68, 69 of the Act of 1864. *In re EARL STRAFFORD AND MAPLES*

[C. A. [1895] W. N. 161 (11) revers.

[Kekewich J. [1895] W. N. 147 (10)]

9. — *Improvements, money raised for—Tenant for life—Repayment.* Under the powers in a settlement made in 1877, the trustees raised money for the tenant for life to improve the estate. The settlement required that the money so raised should be repaid by instalments. The improvements authorized were similar to those authorized by s. 25 of the Settled Land Act, 1882:—*Held*, (1) that the sinking fund formed by the repayments was capital within the meaning of the Act, and could be employed on further improvements; (2) that the tenant for life having taken the money for improvements under the settlement instead of applying under the Act, must continue to pay the instalments; (3) that having acted under the settlement did not preclude the tenant for life from exercising the powers given him by the Act. *In re SUDBURY AND POYNTON SETTLED ESTATES. VERNON v. VERNON*

[Stirling J. [1893] 3 Ch. 74]

10. — *Leasing powers.* A tenant for life cannot, under the Settled Land Acts, grant leases for the purpose of giving his wife a jointure house and a right of way over the park attached to the mansion-house. The leasing power must be exercised *bonâ fide* for the benefit of the settled estate and not of the lessee to the detriment of the remainderman:—*Scilicet*, that a tenant for life may grant a lease to a married woman although she is his own wife. *DOWAGER DUCHESS OF SUTHERLAND v. DUKE OF SUTHERLAND*

[Bromer J. [1893] 3 Ch. 169]

11. — *Leasing powers—Absence of notice.* A tenant by the curtesy purported to grant a building lease as absolute owner without any reference to the Settled Land Acts. There were no trustees for the purposes of the Acts, and consequently no notices were given as required by s. 45 of the Act of 1882:—*Held*, (1) that the lease could and did operate under the Settled Land Act, 1882, to convey the land within the meaning of s. 20, sub-s. 2, and was valid; (2) that the lessee having dealt with the lessor in good faith was protected by s. 45, sub-s. 2, as to the absence of trustees and want of notices. *MOGRIDGE v. CLAPP*

[Kekewich J. affirm. by C. A. [1892] 3 Ch. 382]

12. — *Leasing powers—"Best rent"—Building lease—"Money laid out."* Part voluntary expenditure by lessee on buildings comprised in his lease is not consideration in law which will justify a tenant for life in granting a building lease under s. 8, sub-s. 1 of the Settled Land Act, 1882, at less than the best rent that can be reasonably obtained as required by s. 7, sub-s. 2. Nor is such expenditure "money laid out" within s. 7, sub-s. 2; those words apply only to money laid out

SETTLED LAND — SETTLED LAND ACTS — Tenant for Life—continued.

with direct reference to the grant of the lease. *In re CHAWNER'S SETTLED ESTATES*

[Chitty J. [1892] 2 Ch. 192]

13. — *Liability—Rent, repairs, and renewal fines—Leasehold house.* Where a testator gave certain life interests in a leasehold house, and bequeathed his residuary personalty upon trust to pay out of income the expenses, &c., of carrying out the trusts of the will:—*Held*, that the rent and expenses of repairs and insurance were payable out of the income of the residue, and that fines and expenses of renewal were payable out of the corpus and must be distributed amongst the beneficiaries of the house according to their enjoyment, to be ascertained on an actuarial calculation. *In re BARING. JEUNE v. BARING*

[Kekewich J. [1893] 1 Ch. 61]

14. — *Liability—Repairs—Cleansing ornamental lake.* Cleansing an ornamental lake or pond is not a duty imposed on a tenant for life by the ordinary repairing clause in a settlement by will. *DASHWOOD v. MAGNIAC (No. 1)* Chitty J.

[affirm. by C. A. (Kay L.J. diss.);

[both Courts [1891] 3 Ch. 306]

15. — *Leasing powers—Lunatic—Exercise of power by person appointed to act as committee of the estate.* Under the Lunacy Act, 1890, ss. 116 (2), 120 (6), the Court may authorize the person appointed to act as committee of the estate of an alleged lunatic under s. 116 to exercise the power of leasing vested in such alleged lunatic as tenant for life under the Settled Land Act, 1882. *In re SALT - C. A. [1895] W. N. 156 (5)*

16. — *Married woman—Separate use—Restraint on anticipation.* Where land is devised to a married woman absolutely for her separate use without power of anticipation, such land is not settled, and the married woman is not a tenant for life and has not the powers of a tenant for life within the meaning of the Settled Land Acts, 1882 to 1890. *BATES v. KESTERTON*

[Chitty J. [1895] W. N. 153 (13)]

17. — *Mining lease—Rents and royalties.* A testator had agreed to grant mining leases. Dead rents had been paid and approaches made, but the leased coal was not actually reached until after the testator's death:—*Held*, that though the tenant for life was impeachable for waste, the dead rents payable and the royalties to be paid belonged to him as income. Sect. 11 of the Settled Land Act, 1882, does not apply to a mining lease granted by a tenant for life for giving effect to a contract entered into by a predecessor who was absolute owner. *In re KEMEYS-TYNTE. KEMEYS-TYNTE v. KEMEYS-TYNTE*

[North J. [1892] 2 Ch. 211]

18. — *Money in hands of trustees liable to be laid out in land—Option.* Under s. 33 of the Act of 1882, a tenant for life has the same power over capital money in the hands of trustees liable to be laid out in land as he has over settled land. He has an option to direct how the money shall be invested or applied. *In re GEE. PEARSON-GEE v. PEARSON - Chitty J. [1895] W. N. 90*

19. — *Mortgaging powers.* Under s. 11 of the Settled Land Act, 1890, a tenant for life has

SETTLED LAND — SETTLED LAND ACTS —
Tenant for Life—continued.

power to mortgage the unmortgaged part of settled land in order to pay off the incumbrances on the other part, but he is not justified in trying to preserve a heavily incumbered estate by mortgaging it if he thereby sacrifices the interest of existing incumbrancers. A tenant for life proposed to mortgage unincumbered lands to pay off incumbrances on other properties. Certain annuitants applied for an injunction on the ground that the effect of the mortgage would be injurious to their security, since ss. 20, 21 of the Settled Land Act, 1882, gave such a mortgage priority over all annuities and charges created by the settlement:—*Held*, that having regard to s. 53 of the Act of 1882 and the circumstances, the Court could and should interfere to restrain the tenant for life from effecting the proposed mortgage. *HAMPDEN v. EARL OF BUCKINGHAMSHIRE*

[O. A. [1893] 2 Ch. 531]

20. — *Powers—Lapsed devise.* The period for accumulations allowed by Thellusson's Act having expired, the heir-at-law became entitled to the rents for the remainder of his life. The heir was a lunatic not so found, and the trustees applied to the Court to decide whether his consent was necessary before they could exercise the power given them by the will of granting building leases:—*Held*, that the heir was tenant for life, or had the powers of a tenant for life under s. 58, sub-s. 1, of the Act of 1882, and that his consent was necessary under s. 56, sub-s. 2. *In re ATHERTON* — *Kekewich J.* [1891] W. N. 85

21. — *Sale — Apportionment of proceeds.* Where the tenant for life sold freehold ground rents and the proceeds were invested in long leaseholds, thereby doubling the income:—*Held*, that the income of the leaseholds should be in accordance with the provisions of s. 34 of the Settled Land Act, 1882, by giving the tenant for life a sum equal to the sold ground rents and accumulating the balance as capital. *In re BOWYER'S SETTLED ESTATES* — *Chitty J.* [1892] W. N. 48

22. — *Sale—Costs of sale—Separate solicitors.* Twenty-five persons had been declared by an order of the Court to have the powers of a tenant for life. On a sale of the settled property the vendors employed one solicitor to conduct the sale, but in carrying out the sale, four of them, or their incumbrancers, employed other solicitors to peruse and complete:—*Held*, that there was nothing to disentitle the four persons from employing separate solicitors, and that their costs should be allowed out of the proceeds of the sale. *SMITH v. LANCASTER*

[G. A. *revers.* *Kekewich J.* [1894] 3 Ch. 439]

23. — *Sale—Doubtful title.* Where by a post-nuptial settlement the vendor had charged his life interest with an annuity in favour of his wife:—*Held*, that without the wife's consent the title was too doubtful to be forced upon the purchaser. *In re MARQUIS OF AILESBURY'S SETTLED ESTATES* (No. 2) — *Stirling J.* [1893] W. N. 140

24. — *Sale—Fivolous proceedings to prevent.* Where a sale by the tenant for life had been sanctioned by the H. L. the Court dismissed

SETTLED LAND — SETTLED LAND ACTS —
Tenant for Life—continued.

a subsequent action to restrain the sale on the ground of fraud, as an abuse of the process of the Court, there being no reasonable ground for such action. *BRUCE v. MARQUIS OF AILESBURY* (No. 2) [Stirling J. [1892] W. N. 149]

25. — *Sale—Heirlooms.* There is no jurisdiction to sanction *ex post facto*, under s. 37 of the Settled Land Act, 1882, the sale of heirlooms, but where they have been sold to advantage the Court will protect the trustees by directing them to take no steps for the recovery of those sold. *In re AMES. AMES v. AMES*

[North J. [1893] 2 Ch. 479]

26. — *Sale—Settlement of personally in restraint of sale of land.* A testator, after settling real estate, gave the trustees a sum of money with directions to spend the income in keeping up a sea wall and ornamental grounds for the benefit of the settled realty. The will, however, provided that if any of the realty were sold, the settled personally should sink into the residue:—*Held*, that this provision against alienation was void under s. 51 of the Settled Land Act, 1882, and that the tenant for life who had sold the real estate was still entitled to the income of the personal estate. *In re AMES. AMES v. AMES*

[North J. [1893] 2 Ch. 479]

27. — *Sale—Trust for sale.* Leave given under s. 7 of the Act of 1884 to tenants for life to sell land held in trust for sale, where there were no interests prior to the interests of the tenants for life of the income. *In re HARDING'S ESTATE*

[North J. [1891] 1 Ch. 60]

28. — *Tenant for life in embarrassed circumstances—Appeal.* An estate including an old family mansion-house became vested under a settlement in a tenant for life, who was a young man in embarrassed circumstances, and too poor to reside on it. He contracted under the Settled Land Acts to sell it for a good price to a wealthy purchaser. A petition under s. 10 of the Act of 1890 for leave to sell the mansion-house was opposed by the remaindermen, who wished the mansion-house and demesne lands to remain in the family:—*Held*, that the permanent object of the Settled Land Acts was the well-being of settled land, and that the Court must have regard to the interests of the persons from whose industrial occupation the rents and profits were derived as well as the interests of those entitled under the settlement, and that to refuse the sanction of the Court to the petition would be to defeat the object of the Legislature. *In re MARQUIS OF AILESBURY'S SETTLED ESTATES* (No. 1) H. L. (E.) [sub nom. *BRUCE v. MARQUIS OF AILESBURY* (No. 1) [1892] A. C. 356; affirm. G. A. [revers. *Stirling J.* [1892] 1 Ch. 506]

29. — *Thellusson Act.* The words "Act of Parliament" in the definition clause of the Settled Land Act, 1882, are not confined to private Acts of Parliament dealing with specific property, but include general Acts such as the Thellusson Act. The exors. of a deceased next-of-kin who together with the surviving next-of-kin are, under the joint operation of a will and the Thellusson Act, entitled for the life of another

SETTLED LAND — SETTLED LAND ACTS —
Tenant for Life—continued.

to receive the rents of property, have jointly with such surviving next-of-kin the powers of a tenant for life under the Settled Land Act, 1882. *VINE v. RALIGH* (No. 2) *Chitty J.* [1895] *W. N.* 150 (7)

30. — *Trust for accumulation—Cesser of life estate.*] A testor, devised land in trust for a daughter for life with a gift over to her children; and proviso that if a sum of money covenanted to be paid by the testor, in the daughter's marriage settlement were enforced against his estate, the daughter's interest in the life estate should cease until all the debts and claims were paid. The covenant was enforced, and the personality being insufficient to pay this and other claims against the estate, the income of the life estate was retained:—*Held*, that the daughter's life estate under the will was only suspended, and that she was entitled to exercise during the continuance of the trust, which was substantially a trust for accumulation of income for payment of debts within s. 58, sub-s. 1, cl. vi. of the Act of 1882. *WILLIAMS v. JENKINS* (No. 1) — *Kekewich J.* [1893] 1 *Ch.* 700

Trustees.

1. — *Power to give receipts.*] Trustees for the purposes of the Settled Land Acts can, under s. 40 of the Act of 1882, give a good receipt for purchase-money of land sold in a partition action. *PYNE v. PHILLIPS* — *North J.* [1895] *W. N.* 8

2. — *Trustees for purposes of.*] (A.) The Court, if satisfied that a sale is impossible, is not bound to appoint trustees for the purposes of these Acts. *WILLIAMS v. JENKINS* (No. 2) [*Kekewich J.* [1894] *W. N.* 176]

(B) There is no rule of practice that the trustees of a will ought to be appointed by the Court trustees for the purposes of these Acts; the tenant for life may propose other persons if he thinks fit. *In re NICHOLAS AND SETTLED LAND ACT, 1882* — *Kekewich J.* [1894] *W. N.* 166

SETTLEMENT.

Construction, col. 785.

Equity to Settlement, col. 790.

Voluntary Settlement, col. 790.

Construction.

— *Bill of sale—Agreement for marriage settlement.*
See BILL OF SALE—INSTRUMENT, &c. 9.

1. — *Charge of jointure and portions.*] A., one of several successive tenants for life under a settlement, had power to charge jointures and portions to a specified amount. On his marriage in 1867 he exercised this power. B., the first tenant for life, by his will dated 1877 devised certain realty, and bequeathed his residuary personality on the trusts of the settlement, but not so as to increase or multiply any charges or powers of charging. In 1886 A. became tenant for life, and in 1892 he and his eldest son disentailed the estate:—*Held*, on the construction of B.'s will, that the property passing thereunder was not subject to the charges created by A. in 1867, and that the trustees were bound to transfer the residuary personality to A. and his son; and that a

SETTLEMENT—Construction—continued.

release of the power ought to be executed. *In re BERNERS. BERNERS v. CALVERT* — *North J.* [1893] *W. N.* 171

— *Compound settlement—Tenant for life—Power of sale.*

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 3.

2. — *Contract in consideration of marriage—Promise to leave house to wife for life—Promiser parting with house—Right of action—Declaration of right—Power to decree conveyance after death of promiser.*] A., as inducement to B. to marry him, promised in writing to leave a house to her for life. B. consented and married A. A. conveyed the house by deed to a third party:—*Held*, that as A. had put it out of his power to perform the contract, an immediate right of action accrued to B., and that the measure of damages was the value of the possible life estate to which B. would be entitled if she survived A.:—*Held*, also, that where a proposal in writing to leave a definite piece of real property by will made to induce a marriage is accepted, and the marriage takes place, the Court has power to decree a conveyance thereof after the death of the promiser against all volunteers claiming under him. *SYNGE v. SYNGE* — *C. A. revers. Mathew J.* [1894] 1 *Q. B.* 466

3. — *Covenant to settle after-acquired property—Joint tenancy.*] M. and her intended husband covenanted to settle after-acquired property. P. executed a voluntary settlement with an ultimate trust in favour of his next of kin, of whom M. was one:—*Held*, that on the death of P. the joint interest of M. was severed by the operation of the covenant to settle after-acquired property. *In re HEWETT. HEWETT v. HALLETT* — *North J.* [1894] 1 *Ch.* 362

4. — *Covenant to settle wife's property—Purchase by wife during coverture.*] If income not originally included in a covenant in a marriage settlement to settle other and after-acquired property is so invested as to indicate a permanent intention on the part of the owner to turn it into capital, such investment becomes subject to the covenant, provided the terms are sufficiently large to include it as capital. The same result follows in the case of a sale of capital property not originally included in the covenant, where the proceeds are laid out in the purchase of other property coming within the terms of the covenant.

A wife during coverture purchased property partly out of the proceeds of property subject to a covenant to settle, partly out of accumulations of her income under the settlement, and partly out of a loan subsequently repaid by herself and her husband:—*Held*, that the property so purchased belonged to her absolutely, but subject to a charge in favour of the settlement trustees for the amount (a) of the income accumulations, (b) of her contribution towards repaying the loan. *In re BENDY. WALLIS v. BENDY* — *Kekewich J.* [1895] 1 *Ch.* 109

5. — *"During her life."*] By an ante-nuptial settlement a wife covenanted to bring after-acquired property devolving on her "during her life" into the settlement. After the husband's

SETTLEMENT—Construction—continued.

death property devolved on her as next of kin of an intestate:—*Held*, that in the absence of words shewing that a more extended operation was intended, the covenant operated only during coverture, and that this construction was assisted by a recital that the parties agreed to covenant as to any personal property which should accrue during the joint lives of the husband and wife, which recital might be referred to in order to explain the ambiguity. *In re COGHLAN. BROUGHTON v. BROUGHTON. Kekewich J. [1894] 3 Ch. 76*

6. — *Equitable estate in fee—Limitations.* Where under a settlement the equity of redemption in certain freeholds was granted to trustees, after certain life estates "then as to and concerning the hereditaments and the rents and profits thereof," in trust for such child or children of the settlor as being the son or sons shall attain the age of twenty-one years, &c.:—*Held*, that the children took a life interest only. An equitable limitation, by way of trust executed, now has the same construction as a legal limitation. *In re WHISTON'S SETTLEMENT. LOVATT v. WILLIAMSON [Chitty J. [1894] 1 Ch. 661*

7. — *Estate by implication.* By a marriage settlement on a marriage between A. and B. money of B. (the wife) was vested in trustees. No express life interest was given to B. in case she should survive A.:—*Held*, that B. took such an interest by implication as having been the owner of the property settled. *MARA v. BROWNE [North J. [1895] 2 Ch. 69*

8. — *Forfeiture on alienation.* On a marriage funds belonging to the wife were settled upon trust to pay income to wife for her life, and after her death to husband till bankruptcy or alienation, and after the death of the survivor in trust for the children. The husband became a liquidating debtor, and afterwards the wife died:—*Held*, that the children were entitled to the income from the death of the wife, as the intention was that the fund should go over immediately on the determination of the previous interests. *In re AKERD'S SETTLEMENT. ROBERTS v. AKERD [C. A. revers. North J. [1893] 3 Ch. 363*

9. — *Forfeiture on alienation—Validity of clause—Bankruptcy of settlor.* Under a settlement real estate was limited to such uses and on such trusts as A. and B. should jointly appoint, with a life estate to B. in default of appointment. The trust funds were appointed, *inter alia*, as to part to pay certain of B.'s debts and as to another part to himself for life with a gift over on alienation. B. became bankrupt:—*Held*, (1) that this was not a settlement by a bankrupt of his own property, and therefore the discretionary trust over was valid, and the trustee in bankruptcy was not entitled to the life estate; (2) that the trust to pay debts was a revocable trust, which must be considered as revoked by the bankruptcy, and therefore the trustee was entitled to such funds as were in the hands of the settlement trustees for that purpose. *Semble*, that if the trustees under their discretionary power paid B. more than enough for his necessary maintenance he could be made to account for the excess to his trustee in bankruptcy. *In re ASHBY. Ex parte WREDFORD - V. Williams J. [1892] 1 Q. B. 373*

SETTLEMENT—Construction—continued.

10. — *Hotchpot—Valuation of life interest.* Funds were settled in trust for the children of the settlor as he should appoint, and in default of appointment equally, with a hotchpot clause. The settlor by his will appointed to two daughters in moieties for life with remainders over ultimately held to be void. On a summons to determine whether the interests of the daughters ought to be immediately valued and brought into hotchpot:—*Held*, (1) that the life interests must be brought into hotchpot and valued; (2) the value must be calculated, not by reference to the duration of the interests, but by an actuarial valuation of them at the time when they first took effect—*i.e.*, at the death of the settlor. *In re HEATHCOTE. TRENCH v. HEATHCOTE [Kekewich J. [1891] W. N. 10*

11. — *Illegitimate children en ventre sa mère.* A. and B., who were within the prohibited degrees, went through the ceremony of marriage: a settlement was afterwards made providing for the children of B. by A. A month afterwards a child was born of B. by A.:—*Held*, that the child took no benefit. Though an illegitimate child *en ventre sa mère* can be provided for by apt words, there was not sufficient in this settlement to indicate any provision for the child otherwise than as a member of a class for whom provision could not be made, and an unborn illegitimate child cannot have the reputation of being the lawful child of any particular person. *In re SHAW. ROBINSON v. SHAW [North J. [1894] 2 Ch. 573*

— *by Infant.*

See INFANT—Settlement.

12. — *Insufficient security—Money recovered from solicitor.* A. on her marriage settled a sum secured on mortgage; the deed contained no covenant to settle after-acquired property. The security turned out to be insufficient, and in an action against the solicitor for negligence, &c., A. recovered damages:—*Held*, that the damages belonged to A. absolutely and were not bound by the settlement. *In re MACLEOD. MILLS v. MACLEOD - North J. [1895] W. N. 97*

— *Investment—Power of trustees to vary.*

See TRUSTEE—INVESTMENTS. 5.

13. — *"Elddest son"—Portions.* The question in this case was which of two sons, G. or C., was to be considered as an "elddest son," and as such excluded from a share in a portions fund under a marriage settlement. G., the elder by birth, having in concurrence with the tenant for life, whom he predeceased, raised a sum by mortgage; or C., who ultimately succeeded to the estates:—*Held*, that G. had, in virtue of his ownership, anticipated the whole of his rights under the settlement, and had his portion of the estate, and that the clause of exclusion applied to him and his personal representatives, and not to C. *In re FITZGERALD'S SETTLED ESTATES. SAUNDERS v. BOYD - Chitty J. [1891] 3 Ch. 394*

14. — *Post-nuptial settlement—Separate property of wife settled—Cesser of husband's interest on bankruptcy.* In order to constitute a "purchaser in good faith" within s. 47 of the Bankruptcy Act, 1883, it is sufficient if there be good

SETTLEMENT—Construction—continued.

faith on the part of the purchaser; it is not necessary that both parties should act in good faith. A wife (married in 1883) after marriage allowed her separate property to pass into her husband's hands, but not as a gift nor as a loan for the purposes of his trade. He, having applied part of the property to his own use, settled the residue, together with property of his own, upon trusts under which he took a life interest, with a proviso for cesser in the event of his bankruptcy; the wife had no notice of any fraudulent intention on his part:—*Held*, (1) that the settlement was not void under s. 47 of the Bankruptcy Act, 1883; (2) that to the extent of the wife's property received by the husband the proviso for the cesser of his life interest was good; and (3) that s. 3 of the Married Women's Property Act, 1882, did not apply. *MACKINTOSH v. POGOSE*

[*Stirling J.* [1896] 1 Ch. 505

15. — *Property included.*] By an ante-nuptial agreement, followed by a covenant in a post-nuptial settlement, C. agreed to settle all after-acquired property coming to him under his mother's will. Under the trusts of the settlement the wife was to have the first life interest in the settled funds. C.'s mother under a power appointed to him a life interest determinable on alienation in a certain fund:—*Held*, that the ante-nuptial agreement did not extend to this life interest, and that there had therefore been no forfeiture. *In re CRAWSHAY. WALKER v. CRAWSHAY* — North J. [1891] 3 Ch. 176

— *Reversion—Married woman election.*

See MARRIED WOMAN—CONTRACT. 2.

16. — *Ultimate trust for next of kin—Die "without having been married."*] An ultimate trust in a marriage settlement for the benefit of the person who would be entitled if the wife had died intestate, and "without having been married," does not exclude issue of the wife. *STODDART v. SAVILLE Chitty J.* [1894] 1 Ch. 480

17. — *Volunteers—Rights.*] A limitation in a marriage settlement in favour of an illegitimate child of the settlor may be defeated, as a limitation in favour of a volunteer, by a subsequent conveyance to a purchaser for value, unless such a result would defeat other limitations within the marriage settlement. *DE MESTRE v. WEST*

[*J. C.* [1891] A. C. 264

— *Scottish settlement.*

See SCOTTISH LAW—Husband and Wife.

18. — *Wife an infant—Deed by wife on majority affirming settlement.*] Where a wife after attaining twenty-one by deed affirms a settlement executed by her before marriage whilst an infant, such settlement is binding on her, even though it be unacknowledged and contain a covenant to settle after-acquired property. *In re HODSON. WILLIAMS v. KNIGHT*

[*Chitty J.* [1894] 2 Ch. 421

Duties on.

— Account Duty.

See DEATH DUTIES—Account Duty.

— Estate Duty.

See DEATH DUTIES—Estate Duty.

— Settlement Duty.

See DEATH DUTIES—Settlement Duty.

SETTLEMENT—continued.**Equity to Settlement.**

1. — *Amount to be settled—Two funds—Assignment.*] Husband and wife assigned two reversionary interests to a purchaser, and received the purchase-money. The deed was acknowledged by the wife under 20 & 21 Vict. c. 57, but was inoperative to bind her, as the reversionary interests were derived under wills made before 31st Dec. 1857. The interests both fell in simultaneously during the life of both husband and wife. One fund was received and expended by them. The wife claimed that the second reversionary interest should be settled on her and her children:—*Held*, by Kekewich J., that as the husband had received half the wife's fortune, and the amount, £500, was small, the whole must be settled:—*Held*, by O. A., that although the assignment was nugatory, the Court should take into consideration the conduct of the wife. On appeal, the order was varied by consent, and only half the amount settled. *ROBERTS v. COOPER*

[*Kekewich J. varied by O. A.* [1891] 2 Ch. 335

2. — *Bankruptcy of husband.*] A woman who married in 1863 was entitled to a reversion. In 1869 her husband became bankrupt, and a sum remained due to his creditors; he obtained his discharge in 1871, and was engaged in business. The reversion fell in in 1894. No settlement was made on the marriage:—*Held*, that the whole fund ought to be settled, and that it should in default of children be limited to the wife absolutely, and not to the husband. *In re HOWARD. HOWARD v. HOWARD*

[*Kekewich J.* [1895] W. N. 4

Variation of on Divorce.

See DIVORCE—VARIATION OF SETTLEMENTS.

Voluntary Settlement.

— *Avoidance of in Bankruptcy.*

See BANKRUPTCY—VOID SETTLEMENT.

1. — *Complete or incomplete transfer of settled property.*] The settlor assigned certain debts secured on bills of sale (but not the bills of sale or the goods secured) to trustees, with power to sue, and upon trust to sell and convert the trust property, &c., for the benefit of third parties. Afterwards the settlor received payment of the assigned debts, and died intestate:—*Held*, that the assignment of the debts was complete, and the trustees were entitled to prove against the estate of the settlor for the moneys received by him. Whether the trustees might have sued the intestate at law for the amount received by him, *quære*. *In re PATRICK. BILLS v. TATHAM*

[*O. A.* [1891] 1 Ch. 82

2. — *Illegitimate beneficiaries—Marriage settlement—Volunteers—Subsequent conveyance.*] A limitation in a marriage settlement in favour of the settlor's illegitimate child may be defeated, as a limitation in favour of a volunteer, by a subsequent conveyance by the settlor to a purchaser for value, unless such a result would defeat other limitations within the marriage consideration. *DE MESTRE v. WEST*

[*J. C.* [1891] A. C. 264

3. — *Rectification—Fiducience.*] The Court is

SETTLEMENT—Voluntary Settlement—*contd.*

reluctant to try actions for rectification of deeds except on oral evidence, except under special circumstances as when final written instructions are proved from which the deed departs. The Court has jurisdiction, in a proper case, to rectify a voluntary settlement as well as one for value, but will hesitate to do so on the unsupported evidence of the settlor as to his intention, although the rectification would make the deed more in harmony with precedents and with what the settlor might reasonably have intended. *BONHOTE v. HENDERSON*

[*Kekewich J.* [1895] 1 Ch. 742;

[This case was affirmed on the evidence by C. A. [1895] 2 Ch. 202.]

4. — Time of ascertaining members of class.]

The rule in *Andrews v. Partington* (3 Bro. C. C. 401), is not confined to wills, but applies to voluntary settlements (and *semble* to settlements for value). A fund was settled by a voluntary deed upon such trusts as the settlor should appoint, and in default of appointment for such of the younger children of a third person as should attain the age of twenty-one, or being females should marry:—*Held*, that when one younger child attained a vested interest in possession the class was closed, and such child was entitled to be then paid a share. *In re KNAPP. KNAPP v. VASSALL* — North J. [1895] 1 Ch. 91

SETTLEMENT (POOR LAW).

See POOR—Settlement.

SEVERABILITY.

— of Statement in admission.

See PRACTICE—EVIDENCE. 10.

— of Subject-matter of bill of sale.

See BILL OF SALE—STATUTORY FORM—Severability.

SEVERANCE.

— of Joint Tenancy.

See JOINT TENANT.

SEVERED LAND.

See RAILWAY—RAILWAYS CLAUSES ACT. 6.

SEWERAGE AND DRAINAGE.

1. — *Charges for severing, &c., roads—Apportionment—Appeal.*] Where a loc. authority include in their "charge" for expenses under s. 150 of the Public Health Act, 1875, legal and other expenses and costs of collection, as well as the actual cost of sewerage and paving, the only remedy in case of complaint is by appeal to the Loc. Govt. Bd. under s. 268 of the Act. *WALTHAMSTOW LOCAL BOARD v. STAINES*

[C. A. [1891] 2 Ch. 606

2. — *Drain connecting premises with district sewer—Pollution of natural stream.*] Millowners constructed on their premises two water-closets, which they connected in 1883 by a drain with a sewer under the control of a loc. bd., which had originally been an open water-course, and discharged into a large natural stream. The millowners had not given any notice of intention to drain into the water-course, nor received any express sanction to do so.

(A) Proceedings were commenced against the millowners and the loc. bd. to make them keep the sewage out of the natural stream. The

SEWERAGE AND DRAINAGE—*continued.*

loc. bd. gave the millowners notice to disconnect the drain from the water-course, on the ground that it had been connected without notice:—*Held*, (1) that in the absence of a by-law requiring notice none was necessary; (2) that the millowners were entitled, under ss. 15, 17, 21 of the Public Health Act, 1875, to drain into the water-course, and that it was the duty of the loc. bd. to see that their sewers did not convey sewage into any river. *AINLEY, SONS & Co. v. KIRKHEATON LOCAL BOARD*

[*Stirling J.* [1891] W. N. 50

(B) The loc. bd. sued the millowners in a County Court, under s. 10 of the Rivers Pollution Prevention Act, 1876, and obtained an order to restrain the millowners from causing sewage to flow into the natural stream:—*Held*, (1) that the millowners had offended against the Act of 1876; (2) that the water-course being vested in the loc. bd. and being a sewer they had not discharged their duties under the Public Health Act, 1875, nor shewn any reasonable excuse or prevention, and had also offended against the Act of 1876; (3) that in the discretion of the Court an order ought not under the circumstances to be made against the millowners at the instance of the loc. bd. *KIRKHEATON LOCAL BOARD v. AINLEY, SONS & Co.*

[C. A. [1892] 2 Q. B. 274

— in London.

See LONDON COUNTY—DRAINAGE AND SEWERAGE.

3. — *Duty to provide for sewage—Nuisance—Discharging sewage into sewer of local authority.*] P. and others twenty years ago connected their water-closets with a drain belonging to the sanitary authority without its knowledge. A nuisance was caused thereby. No other drain was available for the purpose. The authority had not carried out any system of drainage in its district:—*Held*, that as s. 15 of the Public Health Act, 1875, imposed upon the sanitary authority the obligation to provide the sewers necessary to drain their district, they could not evade that obligation by taking proceedings against P. *FORDOM v. PARSONS* Div. Ct. [1894] 2 Q. B. 780

4. — *Expenses of construction—Payment of debts—General expenses—Liability of contributory place—Elegit.*] The plff. in 1885 recovered judgment with costs against the defts. for fouling a stream. To recover the costs he sued out a writ of elegit.

(A) The defts. moved to set aside the writ. Motion refused until after the sheriff had made his return, the Court holding that although neither present nor future rates were available for the payment of a past debt, the defts. might have property which would be available for the purpose. *JERSEY (EARL) v. UXBRIDGE UNION RURAL SANITARY AUTHORITY (No. 1)*

[*Stirling J.* [1891] W. N. 31

(B) The sheriff found that the only lands which the deft. possessed were some sewage works which had been bought for a contributory place:—*Held*, that all proceedings must be stayed, for the sewage works could only be taken for judgment debts exclusively chargeable against the contributory place, and not for

SEWERAGE AND DRAINAGE—continued.

"general expenses" of the sanitary district such as the costs in question. *JERSEY (EARL) v. UXBRIDGE UNION RURAL SANITARY AUTHORITY* (No. 2) — — *Stirling J. [1891] 3 Ch. 183*

5. — *Incomplete sewer—Acceptance—Vesting—Private street—Frontager's liability.* Where a loc. authority had duly accepted a sewer made in a private road, although it had no outfall, and was at the time of acceptance incapable of being used as a sewer:—*Held*, that the road having once been sewered to the satisfaction of the loc. authority, the expenses of constructing a new and more efficient sewer were not chargeable on the frontagers. *HORNSEY LOCAL BOARD v. DAVIS* [C. A. [1893] 1 Q. B. 756]

6. — *Insufficient sewer—Nuisance—Liability.* In consequence of increase of buildings in D. a sewer which had been sufficient became insufficient to carry off the water, when storms occurred. The cellars of the S. Co. became flooded in consequence of the insufficiency. The only mode of preventing the flooding was to construct a new drainage system or a new sewer, which would be an expensive and difficult operation, and would require the advice of experts before a scheme could be commenced. After complaints by the S. Co. the corporation of D. consulted experts, but their report had not been received:—*Held*, (1) that the rights and liabilities of the parties must be ascertained not as between strangers, but under the statutes regulating the sewers; (2) that the liability imposed by s. 19 of the Public Health Act, 1875, is limited to cases where the public body has been guilty of negligence. *STRETTON'S DERBY BREWERY Co. v. CORPORATION OF DERBY* [Romer J. [1894] 1 Ch. 431]

— *Poor-rate—Rateability—Possible tenant.*

See *RATE—Rateable Occupation*. 14.

— *Pollution of river by.*

See *RIVER—Pollution*. 1, 3, 4.

7. — *Sewer—Definition.* A sewer, in the Public Health Act, 1875, means something which carries sewage away, and a set of pipes leading from houses and ending in a cesspit is not a sewer nor a work belonging to a sewer within that Act. *MEADER v. WEST COWES LOCAL BOARD*

[C. A. affirm. *Chitty J. [1892] 3 Ch. 18*

8. — *"Sewer" or "drain."* A drain passing through private ground but receiving the drainage of more than one building is a "sewer" within the meaning of s. 4 of the Public Health Act, 1875. *TRAVIS v. UTTLEY*

[Div. Ct. [1894] 1 Q. B. 233]

9. — *"Sewer" or "Drain."* Where adjoining houses were, previous to 1848, drained by a brick construction on A.'s land which conveyed the drainage into an adjoining ditch, in 1853 a public sewer was laid down in place of the ditch, and the brick construction was connected with it:—*Held*, that the brick construction was not "a single private drain," but had become a sewer vested in the loc. authority and repairable by them on the passing of the Public Health Act, 1848. *HILL v. HAIR*

[Div. Ct. [1895] 1 Q. B. 906]

SEWERAGE AND DRAINAGE—continued.

10. — *Sewer or drain connecting different houses with public sewer.* Two houses, owned by different persons, were connected with a sewer by a single private drain; the loc. authority, which had adopted s. 19 of the Act of 1890, served on one owner a notice addressed to both, under the Public Health Act, 1875, requiring them to abate a nuisance by doing certain works; the owner served did the work, and sued for the cost as money paid at the request of the authority:—*Held*, that the notice was not merely a request to do the work, since the owners were compellable to do the work under s. 19 of the Act of 1890 and s. 41 of the Act of 1875. *SELF v. HOVE COMMISSIONERS* — — Div. Ct. [1895] 1 Q. B. 685]

11. — *Sewer made for private profit—Nuisance—Liability.* A sewer made by a landowner solely to collect the drainage of houses on his land is not a sewer "made for profit" within the meaning of s. 13 of the Public Health Act, 1875. Therefore such a sewer is vested in the loc. authority, and they and not the landowner are liable for any nuisance caused thereby. Meaning of sewers "made for profit" considered. *FERRAND v. HALLAS LAND AND BUILDING CO.*

[C. A. [1893] 2 Q. B. 135]

12. — *Sewer made for private profit—Drainage of town—Vesting of sewers in local authority.* L., who was the owner of nearly all the land in the town of M., constructed at his own expense a system of sewerage for the town, and extended the same as the town increased. He imposed a voluntary sewerage rate on the owners and occupiers of houses in the town. In 1891 an urban sanitary authority was constituted for the town, which claimed that the sewers vested in them:—*Held*, that L. had laid down the sewers for his own profit within the meaning of s. 13 of the Public Health Act, 1875, and that they did not vest in the sanitary authority. *MINEHEAD LOCAL BOARD v. LUTTRELL* Romer J. [1894] 3 Ch. 178]

13. — *Sewer made for private profit—Right of adjoining owner to use.* V., a landowner, made a sewer in the moiety of a road adjoining his land, which he disposed of in building lots, charging the purchasers for connecting the drainage of their premises with his sewer. C., who had a house on the other side of the road, connected his drain with V.'s sewer:—*Held*, that V. was not entitled to an injunction to restrain C. from connecting with the sewer. *VOWLES v. COLMER* — — Romer J. [1895] W. N. 42]

SEWER-GRATING.

See *HIGHWAY—Repairs*. 8 (D).

SEWERS, COMMISSIONERS OF.

1. — *Damages for negligence—Levy of rate.* Where a local Act incorporates drainage commrs. and gives them rating powers, unless the contrary clearly appears, the powers extend to levying rates to compensate for damage sustained by the negligence in the exercise of the statutory powers, and the limitation of their rating powers for purposes of the expenditure on the works will not apply to liabilities for damages. *GALLSWORTHY v. SELBY DAM DRAINAGE COMMISSIONERS*

[C. A. [1892] 1 Q. B. 348]

SEWERS, COMMISSIONERS OF—continued.

2. — *New Romney level.*] The Guildhall and Assembly Rooms in the town of New Romney are not within the area of the jurisdiction of the Commrs. of Sewers of New Romney. *CORPORATION OF NEW ROMNEY v. COMMISSIONERS OF SEWERS OF NEW ROMNEY*

[Div. Ct. [1892] 1 Q. B. 840

SHAFT.

— Meaning of "working shaft."

See MINES AND MINERALS—Metalliferous Mines.

SHAKESPEARE.

See TRADE-MARK—REGISTRATION. 18.

SHARE.

— in Ship.

See SHIP—SHARE.

SHAREHOLDER.

— Preference.

See RAILWAY—SCHEME OF ARRANGEMENT. 2.

— Right to winding-up petition.

See COMPANY—WINDING-UP—PETITION AND ORDER. 22.

SHARES (IN COMPANY).

Definition.] A bequest of all a testator's "shares" in a public co. will not pass debenture stock. *In re BODMAN. BODMAN v. BODMAN*

[Chitty J. [1891] 3 Ch. 135

See COMPANY—DIRECTORS—Qualifying Shares.

COMPANY—SHARES.

— Issue at discount—Ground for winding-up company.

See COMPANY—SHARES—Issue at a Discount; COMPANY—WINDING-UP—Petition and Order. 18.

— Mortgage of.

See MORTGAGE—SHARES.

— Purchase by company.

See COMPANY—REDUCTION OF CAPITAL. 17, 18, 19.

SHARPNESS.

— Within the Port of Gloucester.

See SHIP—BILL OF LADING, &c.—Demurrage. 9.

SHELLEY'S CASE (1 Co. Rep. 93).

— Rule in.

See DEED—Construction. 4.

SHERIFF.

1. — *Bankruptcy petition—Notice of—Bailiff.*]

A man in possession who sells the goods of a judgment debtor by direction of the sheriff is not a "sheriff" within s. 168 of the Bankruptcy Act, 1883, and notice to him of a bankruptcy petition presented against the debtor is not notice to the sheriff within s. 11, sub-s. 2 of the Bankruptcy Act, 1890. *BELLYSE v. M'GINN*

[Div. Ct. [1891] 2 Q. B. 227

2. — *Execution for more than £20—Sale by private contract—Bankruptcy Act, 1883, s. 145.*] Where a sheriff under an execution for more than £20, sells by private contract, with the consent of the debtor, but without leave of the Court,

SHERIFF—continued.

such sale, although against s. 145 of the Bankruptcy Act, 1883, is, until set aside by the Court, valid against a subsequent execution creditor. *CRAWSHAW v. HARRISON* Div. Ct. [1894] 1 Q. B. 79

3. — *Execution—Outer door.*] (A) The effect of the maxim, "A man's house is his castle," is to extend the immunity to the outer door, not only of all dwelling houses, but also of all buildings whatsoever, and to outer gates of all inclosures as regards both distress and execution. *AMERICAN CONCENTRATED MEAT CO. v. HENDRY*

[Bowen L.J. [1893] W. N. 87; *affirm.* by C. A. [1893] W. N. 82

(B) But the sheriff may, for the purpose of executing a writ of *fierti facias*, break open the outer door of a workshop or other building of the judgment debtor, not being his dwelling-house or connected therewith. *HODDER v. WILLIAMS*

[C. A. *affirm.* V. Williams J. [1895] 2 Q. B. 663

4. — *Garnishes.*] Apart from the Bankruptcy Act, 1890, s. 11 (2), money in the hands of the sheriff is liable to attachment by a garnishee order. *In re GREER. NAPPER v. FANSHAW*

[Chitty J. [1895] 2 Ch. 217

5. — *Interpleader—Issue not tried—Costs.*] Goods seized by the sheriff under a *fi. fa.* were claimed by the claimant. The sheriff obtained an interpleader order for an issue to be tried in the County Court. The landlord claimed for rent, which the execution creditor did not meet. The sheriff went out of possession, and the issue was not tried. An application was made by the sheriff to discharge the order for trial of the issue, and by the execution creditor that the claim should be barred and the costs and those of the sheriff paid by the claimant:—*Held*, that the execution creditor should pay the sheriff his costs, and that the claimant should pay to the execution creditor half the sheriff's costs from the date of claim. *LAWSON v. CARTER*

[Div. Ct. [1894] W. N. 6

6. — *Interpleader—Money in hands of sheriff to abide order of Court—Right of sheriff to retain till order.*] In interpleader proceedings an order was made transferring the proceedings to the County Court, the claimants to be at liberty to pay a sum of money to the sheriff for the release of the goods seized, "to abide the order of the County Court." The execution creditor abandoned his claim, and the claimants had judgment, but the judge refused as unnecessary an order as to the money in the hands of the sheriff. The sheriff refused to pay and the claimants brought an action against him for money had and received:—*Held*, that the sheriff was not bound to pay over without an order of the County Court. *DISCOUNT BANKING CO. OF ENGLAND AND WALES v. LAMBARDE*

[C. A. [1893] 2 Q. B. 329

7. — *Intervention by creditor with priority before money handed over.*] Where the goods of a co. are taken in execution and money paid by debenture holder to sheriff to stop the sale, but the money is not handed over to the execution creditor, the holder of a debenture constituting a charge by way of floating security over all the property of the co. may still intervene so as to

SHERIFF—continued.

oust the execution creditor. *Quere*, in case of actual sale and payment of the money to the execution creditor. *TAUNTON v. SHERIFF OF WARWICKSHIRE*

[1895] 1 Ch. 734; C. A. [1895] 2 Ch. 319

8. — *Misconduct.* (A) The penalty under s. 29 of the Sheriffs Act, 1887, is inflicted for the doing of an act in the nature of a crim. offence; to constitute such an offence there must be a *mens rea*; therefore a sheriff's officer is not liable to the penalty if he makes an overcharge by mistake. In order to constitute an offence under that Act, it is not necessary that the improper demand or taking of money should be made a condition precedent to the officer's doing his duty. *LEE v. DANGAR, GRANT & Co.*

[*Denman J.* [1892] 1 Q. B. 231; affirm. by C. A. [1892] 2 Q. B. 337

(B) An unintentional overcharge for poundage due to a clerical error made by a clerk to a firm of sheriff's officers is not an extortion for which a penalty may be recovered under s. 29 of the Sheriffs Act, 1887. *SHOPPEE v. NATHAN & Co.*

[*Collins J.* [1892] 1 Q. B. 245

(C) Sending in an account containing items which were greatly reduced on taxation is not a "taking or demand of money above the legal fees" within s. 29 of the Sheriffs Act, 1887, the account being subject to and rendered in contemplation of taxation. *TRUSTEE OF WOOLFORD'S ESTATE v. LEVY* Affirm. *Cave J.* [1892] 1 Q. B. 772

The opinion of *Cave J.*, at p. 776, was dissented from by C. A. in *LEE v. DANGAR, GRANT & Co.* - - - [1892] 2 Q. B. 337

(D) The liability is imposed by s. 29 of the Sheriffs Act, 1887, only upon the person actually guilty of the wrongful act. Therefore, where the sheriff's bailiff in executing a writ of *fi. fa.* has not excepted from seizure wearing apparel, bedding, tools, and implements of trade to the value of £5 as required by 8 & 9 Vict. c. 127, s. 8, the sheriff is not liable. *BAGGE v. WHITEHEAD*

[C. A. [1892] 2 Q. B. 355

9. — *Money paid to avoid sale.* The provision in s. 11 (2) of the Bankruptcy Act, 1890, by which the trustee is entitled, as against the execution creditor, to money paid under an execution in order to avoid sale, does not apply to money paid after execution issued in order to prevent seizure, and the execution creditor is entitled to such money as against the trustee. *BOWER v. HETT* - - - [1895] 2 Q. B. 51; [C. A. [1895] 2 Q. B. 337

10. — *Receiving order, notice of—Costs.* Although interpleader proceedings may be pending, a sheriff in possession must deliver the goods seized or the proceeds to the official receiver on being served with notice of a receiving order under s. 11, sub-s. 1, of the Bankruptcy Act, 1890. He is only entitled to his costs up to the date at which he received notice of the receiving order. *In re HARRISON. Ex parte SHERIFF OF ESSEX* - - - Div. Ct. [1893] 2 Q. B. 111

11. — *Receiving order—Notice of—Sale.* A sheriff is justified in selling seized goods after

SHERIFF—continued.

notice of a receiving order if so requested by the official receiver and the trustee has no ground of action because the goods were not delivered up to him in accordance with s. 46 of the Act of 1883. *TRUSTEE OF WOOLFORD'S ESTATE v. LEVY* [C. A. [1892] 1 Q. B. 772

12. — *Recovery of expenses—Right to sue execution creditor.* A sheriff's officer cannot maintain an action against an execution creditor for expenses incurred by him under a writ of *fi. fa.* issued by the creditor, in making inquiries as to the goods of an execution debtor. *SMITH v. BROADBENT & Co.* - Div. Ct. [1892] 1 Q. B. 551

— *Remaining in possession more than 21 days.*

See *BANKRUPTCY—ACT OF BANKRUPTCY*
— *Holding by Sheriff of Debtor's Goods.*

— *Trial before under-sheriff and jury—New trial.*
See *PRACTICE—APPEALS—Appeals to the Court of Appeal.* 26.

13. — *Writ of fieri facias—Company—Winding-up.* Although s. 1 (6) of the Companies (Winding up) Act, 1890, gives to the county court winding up a co. "all the powers of the High Court," the County Court has no jurisdiction to issue a writ of *fi. facias* to the sheriff to enforce by execution an order of that Court directing a person to pay moneys received by him on behalf of the co. to the liquidator. *In re BASSETT'S PLASTER Co.* - - - Div. Ct. [1894] 2 Q. B. 96

SHIFTING CLAUSE.

See *WILL—CONDITION.* 6.

SHIP.

Definition of "Ship," col. 798.

Admiralty Practice, col. 799.

Bill of Lading and Charterparty, col. 806.

Casualties, col. 819.

Collision, col. 819.

General Average, col. 823.

Harbour Master, col. 824.

Life-saving Appliances, col. 824.

Managing Owner, col. 824.

Maritime Lien, col. 824.

Master and Seaman, col. 825.

Merchant Shipping Acts, col. 826.

Mortgage, col. 827.

Owner's Liability, col. 828.

Pilotage, col. 829.

Sale, col. 831.

Share, col. 831.

Wharfingers' Liability, col. 831.

Wreck and Salvage, col. 831.

SHIP—DEFINITION OF SHIP.

It is an essential part of the idea of a "ship" that she should be used or intended to be used in navigation, that is, in the transport by water of persons or things. *THE GAS FLOAT WHITTON* No. 2 - - - Div. Ct. [1895] P. 301; [C. A. in reversion. the decision of Div. Ct. did not reverse it on this point [1895] W. N. 160 (2)

SHIP—ADMIRALTY PRACTICE.*Action in rem*, col. 799.*Adding Parties*, col. 799.*Amendment*, col. 799.*Appeal*, col. 799.*Costs*, col. 800.*Evidence*, col. 801.*Injunction*, col. 802.*Interest*, col. 802.*Joint Tortfeasors*, col. 802.*Jurisdiction*, col. 803.*Malicious Arrest*, col. 803.*Necessaries*, col. 803.*Salvage*, col. 804.*Service out of the Jurisdiction*, col. 805.*Tender*, col. 805.*Third Party Procedure*, col. 806.*Trial*, col. 806.**Action in rem.**

1. — *Necessaries.*] An action *in rem* does not lie against a foreign ship for brokerage on a charter-party, such a claim not falling within the word "necessaries" in s. 6 of the Admiralty Court Act, 1840. *THE "MARLANNE"* Butt J. [1891] P. 180

2. — *Writ served—Warrant not served—Judgment by default.*] Where the writ in an action *in rem* had been served, and a warrant issued, but before service of the latter the master had clandestinely put to sea:—*Held*, that the Court had jurisdiction to pronounce judgment by default, for though, according to the ordinary practice, the property proceeded against must be under the arrest of the Court, still the writ was notice to all persons interested, and has the same effect so far as notice is concerned as service of the warrant under the former practice. *THE "NAUTIK"*

[Bruce J. [1895] P. 121

And see below, Jurisdiction. 1; *Necessaries.* 2.

Adding Parties.

Adding plaintiff after judgment.] A decree in an Admiralty action fixing the liability, but leaving the damages to be assessed, is not final, and there is power under O. XVI., rr. 2, 11, to add the proper person as *pltf.*, where by mistake the agent was made co-*pltf.* instead of the principal. *THE "DUKE OF BUCCLEUCH"* (No. 2.)

[C. A. [1892] P. 201

And see PRACTICE—PARTIES.

Amendment.

Amendment of writ.] (A) In a salvage action the Court have power to amend the indorsement on the writ after judgment has been given and before the decree is drawn up. *Pltfs.* ordered to pay costs of the application by altering the amount of salvage claimed. *THE "DICTATOR"* (No. 1)

[Butt, Pres. [1892] P. 64

(B) Subsequently the *pltf.* obtained leave to proceed personally for the whole amount of salvage claimed. *THE "DICTATOR"* (No. 2)

[Jeune J. [1892] P. 304

Appeal.

1. — *Appeal from County Court.*] Sect. 120 of the County Courts Act, 1888, impliedly re-

SHIP—ADMIRALTY PRACTICE—Appeal—continued.

peals ss. 26 and 31 of the County Courts Admiralty Jurisdiction Act, 1868, to the extent of allowing appeals on questions of law irrespective of security or of the amount at issue. But as to questions of fact the special provisions of the Act of 1868 are unaltered.

(A) *THE "EDEN"* — Div. Ct. [1892] P. 67(B) *THE "DELANO"* — C. A. affirm. Div. Ct. [1895] P. 40

2. — *Appeal from County Court—Cross-appeal—Amount.*] In an action for over five days' demurrage, the County Court allowed a sum under £50 for one day's demurrage. The *pltf.* appealed, and the *defts.* applied for leave to cross-appeal against the judgment giving one day's demurrage:—*Held*, that notwithstanding that the *pltf.* had appealed, the *defts.* had no right to cross-appeal, for they could not originate an appeal questioning a judgment for an amount under £50, depending as this did upon an issue of fact. *THE "ALNE HOLME"*

[Div. Ct. [1893] P. 173

3. — *Court—Appeal to Court of Appeal from Divisional Court where County Court judgment altered.*] Where the Div. Ct. alters the judgment of a County Court an appeal lies as of right to the C. A. For s. 10 of the County Courts Act, 1875, impliedly repealed so much of s. 45 of the Judicature Act, 1873, as is inconsistent with it. And although s. 188 of the County Courts Act, 1888, repealed the whole of the Act of 1875, this repeal (sub-s. 5) does not revive any enactment not in force on Jan. 1, 1889. *THE "DAET"*

[C. A. [1893] P. 33

4. — *Issue not raised in Court below.*] An issue that the other vessel was to blame in a collision, because of contributory negligence by violation of the Collision Regulations, cannot be raised for the first time in the final Court of Appeal. *OWNERS OF SS. "PLEIADES" v. PAGE AND OWNERS OF SS. "JANE"*

[J. C. [1891] A. C. 259

Costs.

1. — *Action in High Court—Cause of action within County Court jurisdiction.*] (A) The *pltf.* claimed over £300 for damages by collision, but agreed to take as damages less than that amount:—*Held*, that they were entitled to costs, the case being a proper one for trial in the Court. *THE "SALTBURN"* — G. Barnes J. [1892] P. 333

(B) A ship was damaged by collision with a dock wall, and its owners claimed and recovered in the High Court £221 from the dock corporation for negligence:—*Held*, that s. 4 of the County Courts Admiralty Jurisdiction Act, 1869, includes damage to a ship by collision with an object which is not a ship, that the County Court had jurisdiction, and that Butt Pres. had a discretion to refuse to certify for costs. *TURNER v. MERSEY DOCK AND HARBOUR BOARD. THE "ZETA"* — H. L. (E.) [1893] A. C. 468; *revers.*

[C. A. [1892] P. 285; *restor.* Butt Pres.

[1892] P. 216

(C) An action was brought in the High Court for £180, damages for collision, and the *pltf.* recovered £100, including £50 paid into Court.

SHIP—ADMIRALTY PRACTICE—Costs—contd.

The official referee refused costs, considering that he was bound by the terms of s. 9 of the County Courts Admiralty Jurisdiction Act, 1868, the action being one which, according to that section, should have been brought in a County Court:—*Held*, that s. 9 was repealed by implication by O. LV., r. 1, and O. LXV., r. 1. *ROCKETT v. CLIP-PINGDALE* C. A. affirm. Div. Ct. [1891] 2 Q. B. 293

(D) A *plff.*, except under special circumstances, will not be allowed costs, when, in an action of damage by collision, although he claim more, he does not recover an amount exceeding £300, that being the limit of the County Court jurisdiction, under s. 3, sub-s. 3 of the County Courts Admiralty Jurisdiction Act, 1868. *THE "ASLA"* - - - *Hannen Pres.* [1891] P. 121

2. — *Country solicitor.* The allowance as between party and party of the costs of the attendance of a country solicitor at a trial in London is a matter for the discretion of the taxing master. In Admiralty actions where the statements of the witnesses have been taken by the country solicitor and the evidence has been collected by him, his presence may be necessary for the proper conduct of the client's case, and if so the costs of his attendance should be allowed, although the case is conducted by the London agent; but in such event the costs of the attendance of the London agent must be reduced. *THE "SOTO"* - - - *G. Barnes J.* [1893] P. 73

3. — *Higher scale—Scientific witnesses.* The higher scale under O. LXV., r. 9, was allowed in a case which involved the calling of a number of scientific witnesses and the preparation of plans, and had been so presented as to greatly facilitate the trial. *THE "ROBIN"* *Jeune J.* [1892] P. 95

4. — *Refreshers.* A collision case extended over two hours and a quarter on the first day, and five hours and a half on the second day. On taxation of costs, between party and party, refresher fees were allowed to the counsel of the successful party in respect of the last two and three-quarter hours on the second day:—*Held*, that the taxing officer had a discretion to allow some refresher fee for any time during which the trial was substantially prolonged beyond five hours. *THE "COUBIER"* *Butt J.* [1891] P. 355

And see PRACTICE—Costs—Counsel's Fees. 1.

And below Salvage. 8.

5. — *Security—Cause of damage—Principal and cross cause.* *Plffs.* issued a writ *in personam* against *defts.* for damage by collision. *Defts.* issued a writ *in rem* and bail was given by *plffs.* The two actions were consolidated and *defts.* made counter-claims. *Plffs.* applied for security to be given by *defts.*:—*Held*, that s. 34 of the Admiralty Court Act, 1861, gave no power to order security to be given. *THE "ROUGE-MONT"* [G. Barnes J. [1893] P. 275

Evidence.

1. — *Burden of proof—Bill of lading—Exceptions.* In an action for non-delivery under a bill of lading, excepting perils of the sea, &c., but not excepting negligence, the *defts.* pleaded that the loss was caused by perils of the sea:—*Held*, that as the loss apparently fell under the

SHIP—ADMIRALTY PRACTICE—Evidence—continued.

exception the burden of shewing that the *defts.* were not entitled to the benefit of the exception by reason of negligence fell on the *plffs.* *THE "GLEN DARROCH"* - *C. A. revers. Jeune Pres.* [[1894] P. 226

2. — *Examination of witnesses before examiner.* *Per Butt Pres.*: If after filing in the registry the transcript of the shorthand notes of the evidence of a witness taken before an examiner of the Court, a mistake is discovered in the transcript, application should be made to the Court for an order to take the transcript off the file and return it to the examiner for amendment. Costs reserved.

Per Jeune J.: The costs of the amendment not being due to the fault of either party should be costs in the cause. *THE "KNUTSFORD"*

[1891] P. 219

Injunction.

Agreement affecting employment of ship—Order for delivery of certificate of registry—Injunction. When a controversy arises as to the enforcement of an agreement affecting the employment of a ship, the proper course is not to detain the certificate of registry, but to apply for an injunction against acting in derogation of the agreement. *THE "CELTIC KING"* *G. Barnes J.* [1894] P. 175

Interest.

Delay—Interest on damages. After a delay of eleven years, the *plffs.* instituted an action *in rem* for damages arising from a collision:—*Held*, (1) that they were entitled to proceed, although there had been changes in the ownership of the ship, the rights of third parties had intervened, and many of the witnesses were not available; (2) that interest should be granted on the damages for the whole eleven years, according to the Admiralty practice. *THE "KONG MAGNUS"* *Hannen Pres.* [1891] P. 233

Joint Tortfeasors.

1. — *Assignment of judgment.* A barque and a tug towing her were found to blame, as was also a steamship with whom they came into collision, and damages were given against the barque and tug, and also to the tug against the steamship. The owners of the barque applied for an order that on payment to the owners of the steamship of the balance due to them, the owners of the steamship should execute an assignment of the judgment to them:—*Held*, that the application must be refused since the owners of the barque and tug were joint tortfeasors, and not co-debtors liable for a debt or duty within s. 5 of the Mercantile Law Amendment Act, 1856. *THE "ENGLISHMAN" AND THE "AUSTRALIA"* (No. 2) - - - *Bruce J.* [1895] P. 212

2. — *Form of judgment.* In an action to recover damages for collision against tug and tow, each vessel was found to blame. On motion on behalf of the tug that the judgment should be amended by declaring each vessel severally liable only for half the damage:—*Held*, that the *plff.* was entitled to have the judgment drawn up as a joint judgment enforceable against the wrong-doer. *THE "AVON" AND THE "THOMAS JOLIFFE"*

[Butt J. [1891] P. 7

SHIP—ADMIRALTY PRACTICE—continued.**Jurisdiction.**

1. — *Action in rem*—“*Damage done by any ship.*”] In s. 7 of the Admiralty Court Act, 1861, the words “damage done by any ship” include personal injuries, but to give the P. D. jurisdiction such damage must be done by those in charge of the ship with the ship as instrument.

Therefore, where Y. sustained injuries by falling into the hold of the T. (owing to the hatchway being only covered by a tarpaulin) when he was crossing to his own ship which was moored outside the T.:—*Held*, that there was no jurisdiction in an action *in rem* as the damage was not “done by any ship.” THE “THETA”

[Bruce J. [1894] P. 280

2. — *Prohibition.*] Under the Judicature Act, 1873, a judge of the Admir. Div. has all the powers as to prohibition of a judge of the High Court. An appeal from the refusal of prohibition lies direct to the C. A. if the judge requires no further argument. Sect. 132 of the County Courts Act, 1888, merely prevents repeated applications to judges of co-ordinate jurisdiction for a writ of prohibition after refusal by one judge. THE “RECEPTA” — — — C. A. [1893] P. 255

Malicious Arrest.

Malicious arrest of ship—Action for—Proof of damages.] Proof of actual damage is not necessary to sustain an action in a Court of Admiralty for wrongful arrest if the seizure of the ship was the result of *mala fides* or *crassa negligentia* implying malice:—*Semble*, an action lies at common law for malicious arrest of a ship by Admiralty process. THE “WALTER D. WALLEY”

[Jeune Pres. [1893] P. 202

Necessaries.

1. — *Foreign ship—Foreign port—Action in rem*—“*High seas.*”] A. supplied coals at Alexandria, Algiers, and Port Said to the M., a foreign ship, and at Port Said advanced her canal dues. A. commenced an action *in rem* against the M. and arrested her:—*Held*, that under the words in s. 5 of the Admiralty Court Act, 1861, “any claim for necessaries supplied to any ship elsewhere than in the port to which the ship belongs,” the Court had jurisdiction:—*Semble*, that Alexandria and Algiers are “upon the high seas” within s. 6 of the Admiralty Court Act, 1840. THE “MECCA”

[C. A. revers. Bruce J. [1895] P. 95

2. — *Priorities.*] On Aug. 10, 1893, F. brought an action *in rem* in the High Court for necessaries against the ship A. (which was arrested on the same day) and obtained judgment on Oct. 30. On Aug. 10, an action for wages was commenced in the L. district registry. On Oct. 4 the ship was sold by order of the Vacation Judge and the proceeds paid into Court. On Aug. 11 an action for necessaries was commenced in the L. county court and the vessel arrested. On Oct. 19 judgment was obtained. On Aug. 12 an action for necessaries was commenced in the L. county court and judgment was obtained on Aug. 24. On Aug. 17 an action for necessaries was commenced in the L. district registry in which judgment had not yet been given. On

SHIP—ADMIRALTY PRACTICE—Necessaries—continued.

Sept. 16 another action for necessaries was commenced, judgment in which was obtained on Sept. 29:—*Held*, confirming the registrar’s report, that the claims ranked as follows: (1) F.’s costs up to arrest of the vessel; (2) costs and claim in wages action; (3) remainder of F.’s costs and the costs in the other necessaries actions except that of Aug. 17, *pari passu*; (4) claims in the necessaries actions *pro rata*, except that of Aug. 17, on the ground that the Court held the property not only for the first claimant but at least for all creditors of the same class who asserted their claims before unconditional decree. *Semble*, a decree in unconditional terms would, so long as the funds remained in Court, be modified so as to let in others who, without laches, put forward claims of a like character. THE “AFRICANO”

[Jeune Pres. [1894] P. 141

3. — *Repairs—Powers of managing owner—Liability of co-owners.*] The authority of a managing owner extends to the conduct on shore of all that concerns the employment of the ship, including power to pledge the co-owners’ credit for what is necessary to repair her for her employment in the ordinary course of trade: and it makes no difference that the managing owner has instruction to insure, and has in fact collected from the underwriters the money to discharge a claim for repairs. THE “HUNTSMAN”

[G. Barnes J. [1894] P. 214

Rules of Court.

See “Table of Rules and Orders Issued,” p. cclxix.

Salvage.

1. — *Amendment of writ after judgment.*] In a salvage action the Court allowed the indorsement on the writ to be amended after judgment, but before decree drawn up, by altering the amount of salvage claimed. THE “DICTATOR” (No. 1) — — — Butt Pres. [1892] P. 64

Subsequently the pliffs. obtained leave to proceed personally for the whole amount of salvage claimed. THE “DICTATOR” (No. 2)

[Jeune J. [1892] P. 304

2. — *Appeal—Costs.*] On appeals in salvage cases it is a general though not hard and fast rule of practice of the Court that costs will not be given to an appellant who succeeds in reducing the amount of the award. There is no fixed rule for apportioning the award. THE “GIPSY QUEEN”

[C. A. [1895] P. 176

3. — *Apportionment of costs.*] In apportioning the costs of the salvor, payable by the owners of the salvaged ship and cargo respectively:—*Held*, that the general costs should be apportioned between the owners of the salvaged ship and of her cargo in accordance with the rules laid down in THE “PEACE” (Swa. 115), but without prejudice to the salvors’ right to recover the whole from either. THE “ELTON” Jeune J. [1891] P. 265

4. — *Appraisalment.*] In a salvage action if the defts. do not object at the time to the appraisalment, the fact of the sum realised by the sale being much less than the appraised value is not in itself sufficient indication that the appraised value did not fairly represent the value

SHIP — ADMIRALTY PRACTICE — Salvage — continued.

at the time and place where the property is brought into safety to cause the Court to vary the decree. *The "GEORG"* Bruce J. [1894] P. 330

[*The C. A.* ([1894] P. 336, n.) refused leave to appeal from the original award, substantially on the grounds assigned by Bruce J.]

5. — *Award.*] There is no rule binding the C. A. not to interfere with a salvage award unless the amount is so large or so small that no reasonable man could fairly arrive at the sum awarded. The amount awarded will be increased or diminished if, after carefully considering the facts and giving every possible weight to the view of the previous judge, the amount appears to the C. A. so large as to be unjust to the owners of the salvaged ship or so small as to be unjust to the salvors. *THE "ACCOMAC"* C. A. [1891] P. 349

6. — *Consolidation—Conduct of cause.*] Where separate salvage actions relate to services rendered to the same ship about the same time, the actions can be consolidated, on grounds of convenience and economy, without regard to the consent of the parties. When actions are consolidated the plffs. can appear by separate counsel. Conduct of the consolidated actions was given to the principal salvor. *THE "STRAITHGARRY"* [Bruce J. [1895] P. 264

7. — *Costs.*] Second salvors who finally rescued a disabled vessel, and to whom substantial remuneration was awarded, had refused to consolidate their action with that of the first salvors:—*Held*, that the extra expense thereby caused must be deducted from their costs. *THE "HESTIA"* (No. 1) — Bruce J. [1895] P. 193

8. — *Two causes tried together—Refreshers.*] Where two salvage actions were tried together, and the evidence in the first action was, so far as applicable, to be used in evidence in the second action:—*Held*, that the attendance of counsel was necessary during the hearing of both actions, and that refreshers should be allowed. *THE "HESTIA"* (No. 2) — Bruce J. [1895] W. N. 100

Service out of the Jurisdiction.

1. — *Cargo owners—Salvage action.*] The plffs. brought an action against the owners of an English ship for salvage services performed abroad, and leave was given to serve notice of the writ on the owners of the cargo, who were foreigners residing out of the jurisdiction. On application to set aside the service:—*Held*, that, under O. XI., r. 1 (g), the cargo owners were "proper" parties to the action. *THE "ELTON"* [Jeune J. [1891] P. 265

2. — *Contract not to be performed in England.*] A salvage contract was made in English waters between foreigners, but there was no obligation to pay the salvage money within the jurisdiction:—*Held*, that service of writ out of jurisdiction could not be allowed under O. XI., r. 1 (e), in an action for breach of the contract in not paying the salvage money. *THE "EIDER"* [C. A. [1893] P. 119

Tender.

Amount paid into Court exceeding amount found due—*Rules of the Supreme Court, O. XXII.*

SHIP — ADMIRALTY PRACTICE — Tender — continued.

rr. 1-5.] In an action for damage by collision the defts. admitted liability and agreed to pay a certain percentage on the plffs.' proved or agreed damages and taxed costs. The damages were referred. Before the hearing on the reference the defts. tendered and paid into Court £750 which was not accepted. At the reference £713 and interest was found to be due from the defts. The plffs. applied to have the £750, paid out to them:—*Held*, that the plffs. were only entitled to the amount found to be due to them, on the ground that, except the rules expressly dealing with Admiralty actions, the provisions of O. XXII. do not affect the Admiralty practice as to tender. *THE "MONA"* — Bruce J. [1894] P. 265

Third Party Procedure.

Claim for contribution or indemnity—O. XVI., r. 48.] (A) Terms of a charterparty by which the charterers were bound stipulated that the ship should be discharged at port of delivery as customary. On the day after the execution of the charterparty the charterers contracted to sell a cargo of bones to be shipped in one or two vessels at the sellers' option to discharge at the port therein named as per charterparty, and the purchasers agreed to take the bones over the ship's side as fast as the captain could deliver, failing which to be resold at the sellers' discretion, the purchasers being liable for any loss, demurrage, or expenses arising therefrom. The bones were carried in the shipowners' ship, and delivery was taken by the purchasers:—*Held*, that the stipulation in the contract for sale as to the purchasers' liability for demurrage did not amount to a contract by the purchasers to indemnify the charterers against their liability to the shipowners under the charterparty, and that leave to issue a third party notice against the purchasers under O. XVI., r. 48, ought not to be granted. *CONSTANTINE & CO. v. WARDEN & SONS* — C. A. [1895] W. N. 143 (11).

(B) Defts. in an action *in rem* served a third party notice on A., who was a ship repairer, under whose control it was alleged the ship was, and who moved the ship to other moorings, during which moving a collision, the subject of the action, occurred:—*Held*, that the third party notice must be set aside, as there was no contract, express or implied, with A. involving an indemnity within R. S. C., 1883, O. XVI., r. 48. *THE "JACOB CHRISTENSEN"* [Bruce J. [1895] P. 28.

Trial.

Trial by judge with assessors or jury.] The general provisions of s. 101 of the County Courts Act, 1888, are limited by s. 10 of the Act of 1868 as to the trial of causes of salvage, towage, and collision, so that if one party asks for a jury and the other for assessors, the trial must be by judge and assessors. *THE "TYNWALD"* [Div. Ct. [1895] P. 142

See also COUNTY COURT—Admiralty Practice.

SHIP — BILL OF LADING AND CHARTER-PARTY.

Ambiguity, col. 807.

Cesser Clause, col. 807.

SHIP—BILL OF LADING AND CHARTER-PARTY—continued.

Condition Precedent, col. 808.
Consignee, col. 808.
Demurrage, col. 808.
Despatch Money, col. 811.
Deriation, col. 811.
Excepted Perils, col. 812.
Exceptions, col. 813.
Freight, col. 815.
Hire, col. 817.
Mercantile Usage, col. 817.
Non-delivery of Goods, col. 817.
Penalty, col. 817.
Pledge, col. 818.
Rescission of Charterparty, col. 818.
Shipowner's Liability, col. 818.
Warranty, col. 818.

Ambiguity.

1. — *Extrinsic evidence*.] A charterparty was conditioned to the effect that the ship should load in a certain dock "always afloat." The shipowners, finding, that owing to neap tides, the ship, although she could load afloat, would soon not be able to pass out of dock and so be delayed, removed her to another dock, causing the charterers extra expenses:—*Held*, (1) that the clause as to lightering was ambiguous, and extrinsic evidence was admissible to explain the intention of the parties; (2) that the shipowners were liable for the extra expenses, as the ship could have been loaded always afloat in the original berth, and the fear of detention did not justify the removal. *THE "CUREFW"*

[Div. Ct. [1891] P. 131]

2. — *Printed and written clauses*.] By a printed clause the cargo was to be "taken from alongside the ship at merchant's risk and expense." By a written clause the cargo was to be discharged "according to the custom" of the port:—*Held*, (1) that the first clause referred to the cost, and the second to the time and mode of discharge; (2) that the clauses were not inconsistent nor ambiguous, and therefore evidence as to the custom of the port and the correspondence of the parties were inadmissible. *THE "NIFA"*

[Div. Ct. [1892] P. 411]

Cesser Clause.

1. — *Bill of lading freight less than chartered freight*.] A cesser clause relieves the charterers from liability only to the extent to which the shipowner has obtained a lien for the freight on the cargo. *HANSEN v. HARROLD BROTHERS*

[C. A. [1894] 1 Q. B. 612]

2. — *Delay at port of loading*.] The word "demurrage" in a lien clause does not cover damages for undue detention at the port of loading, and the cesser clause does not exempt the charterer from liability for the delay.

(A) *CLINK v. RADFORD & Co.* — C. A. [1891] 1 Q. B. 625

(B) *DUNLOP & SONS v. BALFOUR, WILLIAMSON & Co.* C. A. affirm. Div. Ct. [1892] 1 Q. B. 507

SHIP—BILL OF LADING AND CHARTER-PARTY—continued.

Condition Precedent.

Condition precedent or warranty—Breach—Waiver.] The description of a ship in a charterparty as "now sailed or about to sail" held to be of the substance of the contract a condition precedent, and not a mere warranty, and where such condition is not fulfilled the charterers are justified in refusing to load the ship. But, *held*, on the construction of the correspondence, that the charterers had waived their right, but were entitled to damages:—*Held*, also, that the construction of the charterparty and of the correspondence was a question for the judge and not for the jury. *BENTSEN v. TAYLOR, SONS & Co.* (No. 2)

[C. A. [1893] 2 Q. B. 274]

Consignee.

Deposit with warehouse owner—Action for freight—"Legal Proceedings"—"Owner of Goods"] Where cargo is deposited by a shipowner with a warehouseman under ss. 66-72 of the Act of 1862 (now ss. 492-496 of the Merchant Shipping Act, 1894), subject to a stop for freight, and the consignee deposits the freight with the warehouseman and takes delivery of the goods from him, no contract by the consignee to be personally liable for the freight is to be inferred from his acceptance of the goods, and the Act creates no such personal liability.—In these circumstances a consignee, who is so named in the bills of lading, but who has no property in the goods and takes delivery only as agent for the owner, cannot be sued for the freight. *FURNESS, WITBY & Co., Ltd. v. W. N. WHITE & Co., Ltd.*

[H. L. (E.) [1895] A. C. 40;
 [revers. C. A. [1894] 1 Q. B. 483]

Demurrage.

1. — *Colliery guarantee—Incorporation*.] A charterparty provided that the ship should receive "a full and complete cargo" to be loaded as customary at G., as per colliery guarantee, in fifteen colliery working days. *Held*, that the provisions of the colliery guarantee as to loading were incorporated into the charterparty, and that the fifteen lay days commenced to run from the day after that on which notice was given that the ship was ready in the dock to receive the cargo. *MONSEN v. MACFARLANE & Co.*

[C. A. (Kay L.J. dissent.) [1895] 2 Q. B. 563]

2. — *Custom for dock company to discharge cargo*.] A charterparty provided the "steamer to be discharged as fast as she can deliver," and owing to the quay being crowded the discharge occupied ten days instead of two as in the ordinary course. By the custom of the dock the whole operation of discharge was conducted by the dock co.:—*Held*, that the charterers were not liable for demurrage. *THE "JACDEREN"* — G. Barnes J. [1892] P. 351

3. — *Discharge—Delivery of spars—Obligation of consignee*.] A charterparty for the carriage of spars provided that the cargo should be taken from alongside at merchants' expense, the ship "to discharge over side into lighters or otherwise if required":—*Held*, that the charterparty did not impose upon the ship the obligation to get

SHIP—BILL OF LADING AND CHARTER-PARTY—Demurrage—continued.

the spars into the lighters, and for that purpose to put men on board the lighters: but that when it had brought the spars within reach of the consignee's men in the lighters, it was the duty of the latter to take their part in the joint operation of delivering and receiving the goods, and that the consignees were liable to pay demurrage for delay caused by reason of their men being too few to enable the discharge to be completed within the lay days. *PETERSSEN v. FREEBODY & Co.* - - - C. A. [1895] 2 Q. B. 294

4. — *Lay days.*] Where charterers were asked to commence discharging at 10 A.M. and declined, but ultimately agreed and began to discharge on that day:—*Held*, (1) that the charterers were entitled to a whole lay day, and were therefore not bound to take delivery on the day in question, but (2) that by agreeing to commence the discharge impliedly agreed to count that day as a lay day, and therefore the lay days began on that day. *THE "KATY" C. A. revere. Jeune Pres.* [[1895] P. 56

5. — *Place of discharge.*] A ship carrying under charterparty a cargo of fruit "to be discharged at usual freight berth as fast as steamer can deliver as customary and where ordered by the charterers," was, on arrival at her destination, unable to discharge immediately, as the harbour authorities, owing to the crowded state of the port, refused to allow her to moor at the usual berths for unloading fruit, which were full; 5 days later she began discharging, and was unloaded as fast as she could deliver:—*Held*, that, under the terms of her charterparty, the obligation to unload did not begin until the ship was berthed in a usual fruit berth with the assent of the harbour authorities, the shipowners could not claim demurrage for the delay. *GOOD & CO. v. ISAACS & SONS C. A. [1892] 2 Q. B. 555*

6. — *Running days.*] In a charterparty running days means calendar days from midnight to midnight and not periods of 24 hours. *THE "KATY" C. A. affirm. Jeune Pres.* [1895] P. 56

7. — *Strike—Charterer's liability.*] A charterparty provided that the cargo should "be discharged with all dispatch as customary," and the ship was detained owing to a strike of dock labourers. By the custom of the port a dock co. undertook the work of discharging cargo:—*Held*, (1) that the charter did not fix any definite time for discharge, but only required all reasonable dispatch having regard to the circumstances and customary mode of discharge; (2) that the charterers were not liable for the effect of the strike, nor for delay caused by the dock co. *CASTLEGATE STEAMSHIP CO. v. DEMPSY*

[C. A. [1892] 1 Q. B. 854; *revere.*
[Wright J. [1892] 1 Q. B. 54

8. — *Strike—Consignee's liability.*] Where no time for unloading is fixed by the contract, the consignee's obligation is to use all reasonable diligence under the circumstances which exist at the time of unloading, unless, indeed, those circumstances are attributable to his own conduct:—*Held*, that as the strike, which caused the delay, was beyond the control of the consignees, they

SHIP—BILL OF LADING AND CHARTER-PARTY—Demurrage—continued.

were not liable to the shipowner for delay. *HICK v. RODOCANACHI - C. A. [1891] 2 Q. B. 626*;
[*affirm.* by H. L. (E.) as regards the consignees,
[*sub nom.* *HICK v. RAYMOND AND REID*,
[[1893] A. C. 22

9. — *Strike—Customary mode of discharge—Sharpness.*] Where the customary mode of discharge in a port was by lighters, and the discharge in this way was delayed by a strike among the lightermen:—*Held*, that the charterers were not liable for demurrage under the strike clause, for not discharging in some other way. *Sharpness* treated as within the port of Gloucester. *THE "ALNE HOLME" - Div. Ct. [1893] P. 173*

10. — *Strike—Lay days fixed.*] Under bills of lading incorporating a charterparty fixing the number of lay days and containing no exception as to strikes, the consignees are liable to pay demurrage notwithstanding the inability of the shipowners, owing to a strike, to do their part in the unloading. *BUDGETT & CO. v. BINNINGTON & Co. - - - C. A. [1891] 1 Q. B. 35*
[*affirm.* Div. Ct. 25 Q. B. D. 320

11. — *Strike—Option of charterer as to port of discharge.*] A charterparty, which contained a strike clause, provided that the vessel when loaded should proceed to one of several named places on the Thames. The charterers ordered her to proceed to R., one of those places. During the voyage the charterers heard of a strike at R. which did not extend to the other places named in the charterparty. The unloading was delayed by the strike beyond the time fixed in the charterparty:—*Held*, that the charterers were not obliged to change the destination from R. to one of the other places on learning of the strike, and that as the delay was covered by the strike clause no demurrage was payable. *BULMAN & DICKSON v. FENWICK & Co. - - - C. A. affirm. Pollock B.*
[[1894] 1 Q. B. 179

12. — *Strike—Shipowner's liability.*] A charterparty provided that a cargo of timber should be delivered afloat at L. No fixed date for delivery was given, but cl. 13 provided "cargo . . . to be received from alongside ship at port of discharge as customary as fast as steamer can deliver, &c., not less than 100 standards a day." By the custom of the port of L. the ship had to put the timber into barges alongside. The stevedores employed struck during the discharge:—*Held*, (1) that the provision as to the daily delivery was in favour of the cargo owner, but had not been satisfied, and that demurrage paid under protest in respect of the delay by the strike must be returned, less demurrage for one day on which barges were not ready. *DOBELL & CO. v. WATTS, WARD & Co. - - - C. A. affirm. Wills J.*
[[1891] W. N. 131

13. — *Termination of voyage—Delivery at safe berth as ordered.*] By a charterparty the vessel was to proceed to M. and deliver her cargo at any safe berth as ordered on arrival in the dock at G. On arrival a berth was ordered, but, owing to the crowded state of the dock, delay occurred which prevented the vessel being berthed for some time after arrival. On a claim by the shipowners for

SHIP — BILL OF LADING AND CHARTER-PARTY—Demurrage—continued.

demurrage arising from the delay:—*Held*, that the obligation of the charterers to unload did not commence till the vessel was berthed. *THARISIS SULPHUR AND COPPER CO v. MOREL BROTHERS & Co.* — — — *C. A. affirm. Charles J. [1891] 2 Q. B. 647*

Despatch Money.

Time for discharge of cargo—“Sundays and fête days” excepted.] Pltffs.’ ship was chartered by defts. to carry a cargo “to be discharged at the rate of 200 tons per day weather permitting (Sundays and fête days excepted) according to the custom of the port of discharge, and if sooner discharged to pay at the rate of 8s. 4d. per hour for every hour saved”:—*Held*, that despatch money was payable on the difference between the number of hours actually occupied in the discharge (omitting Sundays and fête days) and the total number of hours allowed by the charterparty. *THE “GLENDEVON”*

[*Div. Ct. [1893] P. 269*

Deviation.

1. — “Cargo”—“Port.”] A charterparty (which was on a printed form filled in with writing, and which commenced with a statement that the ship was of a dead weight capacity of 125 tons) provided that a ship should load “a cargo or estimated quantity of 470 quarters (i.e., 102 tons) of wheat at R. (in the port of L.), and proceed to G.” (in the port of P.). Also it excepted sea perils and allowed the ship to call at any ports in any order. The words “full and complete” which preceded the word “cargo” in the printed form had been struck out. Having loaded the wheat the ship went to M. (also in the port of L.), and loaded from another shipper ten tons of wire netting for P. (in the port of P.), where the netting was discharged. Between P. and G. the ship came into collision and the wheat was damaged. The plttf. claimed to recover damages for the injury to the wheat on the ground that the ship had deviated in not proceeding direct to G.:—*Held*, that the liberty “to call at any ports” included liberty to call for the purpose of loading or discharging other cargo there, for that the charterparty, notwithstanding the use of the term “cargo,” did not amount to a hiring of the full carrying capacity of the ship, and that there had consequently been no deviation, and the plttf. could not recover. *Semble*, in a charterparty “ports” is not to be understood in a strict technical sense, but includes loading places, though within the same port. *CAFFIN v. ALDRIDGE* [*1895*] 2 Q. B. 366; *affirm. by C. A. [1895]* [2 Q. B. 648]

2. — *Limitation of general words.*] General words in the printed part of a bill of lading, giving the ship liberty to call at several ports, must be limited to such ports as are fairly within the specified voyage which is written into and is the object of the particular contract under which the goods are shipped. *GLYNN v. MARGETSON*

[*H. L. (E.) [1893] A. C. 351*; *affirm. C. A. [1892] 1 Q. B. 337*

3. — “Necessity.”] The master of a ship may deviate where his ship is damaged by tem-

SHIP — BILL OF LADING AND CHARTER-PARTY—Deviation—continued.

pestuous weather, but is not obliged to put into the nearest port for repairs if, in the exercise of his *bond fide* discretion, he thinks a more remote port better suited for his purpose. A master need not consult the cargo owners on the subject of ships’ repairs. *PHELPS, JAMES & CO. v. HILL*

[*C. A. [1891] 1 Q. B. 605*

Excepted Perils.

1. — “Accident of navigation”—*Negligence clause.*] By a charterparty and bill of lading the shipowner was exempted from liability to the charterer for damage to cargo arising from “perils, &c., of the sea or other waters . . . strandings . . . and all other accidents of navigation and all losses, &c., caused thereby . . . even when occasioned by negligence, &c., of the pilot, master, mariners or other servants” of the shipowner, “but unless stranded, sunk or burnt, nothing herein contained shall exempt” the shipowner “from liability to pay for damage to cargo occasioned by improper opening of valves, sluices and ports, or by causes other than those above excepted. . . .” While the ship was loading at her moorings, a valve in the side of the ship was properly opened, but negligently left open. A quantity of water came in and damaged the cargo. To prevent the ship sinking in deep water the master had her towed into shallow water, where she settled on the ground:—*Held*, that the shipowner was not liable, because the clause as to negligence applied to “perils, &c., of the sea and other waters,” and the exemption of improper use of valves was governed by “unless stranded, &c.” *Semble*, that though the ship was moored, yet as she had cargo on board the accident was “an accident of navigation.” *THE “SOUTHGATE”* — *G. Barnes J. [1893] P. 329*

2. — *Disabled ship—Abandonment of voyage.*] Where a charterparty provided that the ship shall proceed to a port of discharge and there deliver the cargo, unless prevented by the excepted perils, and the ship has to put into a port of refuge for repairs, the shipowner is liable in damages for abandoning the voyage at that port without the consent of the charterers, unless the effect of the excepted perils proves to have been such as to make it either physically impossible to complete the voyage, or so clearly unreasonable as to be impossible from a business point of view. *ASSICURAZIONI GENERALI v. SS. BESSIE MORRIS CO.*

[*Collins J. [1892] 1 Q. B. 571*; *affirm. by C. A. [1892] 2 Q. B. 652*

3. — *Negligence of master—Leak—Condition as to Dunnage—Certificate—Conclusiveness.*] Wheat was shipped under a charterparty and bill of lading, both excepting “perils of the sea and other accidents of navigation even when occasioned by the negligence of the master”:—*Held*, that damage to cargo arising from (1) leakage, (2) neglect of master to stop leak, were within the excepted perils. The charterparty was conditioned that there should be good dunnage, and that a surveyor should certify accordingly. A surveyor did certify that the ship was entitled to full confidence and a good risk for underwriters, but did not mention dunnage:—

SHIP — BILL OF LADING AND CHARTER-PARTY — Excepted Perils — continued.

Held, that the certificate was not conclusive, and the shipowner was liable for damage caused by imperfect dunnage. *THE "CRESSINGTON"*

[Div. Ct. [1891] P. 152]

4. — *Restraints of princes and rulers — Demurrage — Customary mode of loading.* Defts. chartered plaintiffs' ship to load 3000 tons of nitrate at I. in C. at the rate of 200 tons per working lay day, to be reckoned from the day when the vessel was ready to receive cargo to the day of her despatch, "restraints of princes and rulers, political disturbances, or impediments during the said voyage always mutually excepted." The customary mode of loading at I. was to send the nitrate by rail direct to the ship's side as required. A civil war was going on, and I. was blockaded. After the blockade was raised, the railway was in the hands of troops, and no nitrate could reach I. When the ship was loaded, she put into another port of C. to obtain coal (which was very dear at I.), and was detained by the govt. in power there for refusing to pay to it export duties she had already paid to that in power at I. — *Held*, that the delay in both cases fell within the exception. *SMITH & SERVICE v. ROSARIO NITRATE CO.*

[Pollock B. [1893] 2 Q. B. 323; *affirm.* by C. A. [1894] 1 Q. B. 174]

Exceptions.

— *Burden of proof.*

See SHIP — ADMIRALTY PRACTICE — Evidence. 1.

1. — Exemption of Shipowner from liability — Clause of exemption in Charterparty but not in Bill.

(A) A charterparty contained the following special clause: "The captain and crew, although paid by the owners . . . shall be the agents and servants of the charterers for all purposes . . . In signing bills of lading it is expressly agreed that the captain shall only do so as the agent for the charterers; and the charterers hereby agree to indemnify the owners from all consequences or liabilities (if any) that may arise from the captain signing bills of lading, or in otherwise complying with the same" — *Held* (1.) that the clause in the charterparty was binding only between the owners and the charterers, and did not affect the liability of the owners to the holders of the bills of lading, who were entitled to consider the captain as the agent of the owners; (2.) that the reference to the charterparty in the bills of lading did not give the holders constructive notice of the contents of the charterparty, the equitable doctrine of constructive notice of contents of documents not being applicable to mercantile transactions. *MANCHESTER TRUST v. FURNESS, WITBY & Co.* — *Mathew J.* [1895] 2 Q. B. 282; *affirm.* by C. A. [1895] 2 Q. B. 539]

(B) *Due diligence — Negligence of agents.* Goods were shipped under a bill of lading which incorporated by reference an Act of Congress by which, if the owner of a ship shall exercise due diligence to make the vessel in all respects seaworthy, and properly manned, equipped, and supplied, neither the vessel, her owner, agent nor charterers shall become liable or be held responsible for damage or loss resulting from faults or errors in navigation or in the management of the

SHIP — BILL OF LADING AND CHARTER-PARTY — Exceptions — continued.

vessel. The owner of a vessel supplied proper equipment and appointed a competent ship's carpenter, but by the negligence of the carpenter the ship was allowed to go to sea in an unseaworthy condition, by reason whereof a part of the cargo was damaged during the voyage. In an action by the owner of the damaged goods against the shipowner: — *Held*, that to exempt the shipowner from liability it was not sufficient merely to shew that he had personally exercised due diligence to make the vessel seaworthy, but that it must be shewn that those persons whom he employed to act for him in this respect had exercised due diligence; and that, therefore, the negligence of the ship's carpenter prevented the exemption from applying, and the shipowner was liable. *DOBELL v. STEAMSHIP ROSSMORE CO. LD.*

[C. A. [1895] 2 Q. B. 408]

(C) *Negligence of servants "in navigating the ship or otherwise."* Under a bill of lading the shipowner was not to be liable for "any act, negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowner in navigating the ship, or otherwise." A part of the cargo was damaged by being negligently stowed by a stevedore employed by the shipowner: — *Held*, that the words "or otherwise" in the bill of lading were general, and did not limit the exemption to loss or damage arising from negligence in matters akin to navigation, or to loss or damage arising from negligence in relation to the other excepted perils of the bill of lading. *BAERSELMAN v. BAILEY*

[C. A. [1895] 2 Q. B. 301]

2. — *"Management" of ship — Improper Stowage.* A clause excepting, *inter alia*, "damage from any act, neglect, or default of the pilot, master or mariners in navigation or in management of the ship" does not except the acts of a stevedore, nor does "management of the ship" include improper stowage. *THE "FERRO"*

[Div. Ct. [1893] P. 33]

3. — *Negligence of master — Incorporation of charterparty conditions into bill of lading.* Goods were shipped under a charterparty, and a bill of lading contained the words "all other conditions as per charter": — *Held*, that these words not to incorporate into the bill of lading the negligence clause in the charterparty, so as to extend the excepted perils to "stranding occasioned by the negligence of the master." The words ought to be construed as meaning only such conditions of the charterparty as are to be performed by the consignees of the goods. *SERRAINO & SONS v. CAMPBELL* C. A. [1891] 1 Q. B. 283; [*affirm.* Huddleston B. 25 Q. B. D. 501]

4. — *"Pirates, robbers, and thieves" — Theft by persons in service of ship.* An exception of loss by "pirates, robbers or thieves of whatever kind, whether on board or not or by land or sea": — *Held*, not to apply to thefts committed by persons, such as stevedores, in the service of the ship. *STEINMAN & Co. v. ANGLIER LINE*

[C. A. [1891] 1 Q. B. 619]

5. — *Warranty — Seaworthiness — Fitness of refrigerating machinery.* Where a bill of lading of frozen meat, shipped in a ship fitted with

SHIP — BILL OF LADING AND CHARTER-PARTY — Exceptions — continued.

refrigerating machinery, contained a clause, "Steamer shall not be accountable for the condition of goods shipped under this bill of lading, nor for any loss or damage arising from failure or break down of machinery, insulation, &c." — *Held*, that the bill of lading contained an implied warranty that the refrigerating machinery was at the time of shipment fit to carry the frozen meat in condition, and that the exceptions applied only to what might happen during the voyage, and not to the original fitness of the machinery. **OWNERS OF CARGO OF "MAORI KING" v. HUGHES**

[C. A. affirm. **Mathew J. [1895] 2 Q. B. 550**

6. — *Warranty — Seaworthiness — Uncovered pipe and damage to cargo thereby.* A claim for damages for injury caused to jute by sea-water coming through an uncased pipe broken by the pressure of the cargo was remitted to the Court of Session to return answers to certain questions on the evidence already taken. The returned answers were (1) that the practice was to case such a pipe before loading; (2) that after loading, the pipe was not accessible without removing part of the cargo: — *Held*, on these answers that the ship was unseaworthy when the cargo was taken on board, that the peril was not therefore an excepted one, and the shipowners were liable. **GILROY, SONS & Co. v. PRICE & Co.**

[H. L. (S.) [1893] A. C. 56

Freight.

1. — *Advance freight — Loss of ship.* A clause in a charterparty stipulating for advance freight, if required, can only be enforced if the requirement be made at a time when the charterers are in a position to insure the advance freight. If the ship be lost before the time of making the requirement, the requirement will be too late, as all insurable interest will be gone. Purposes of "advance freight" considered. **SMITH, HILL & Co. v. PYMAN, BELL & Co.** — **Charles J.**

[1891] 1 Q. B. 42; revers. by C. A.

[1891] 1 Q. B. 742

2. — *Advance freight — Loss of cargo — Liability of charterer.* A charterparty contained the following clause, "the freight to be paid as follows: one-third on signing bills of lading . . . and the remainder on unloading in cash." Bills of lading were to be signed within twenty-four hours after the cargo was on board. After the commencement of the voyage and before bills of lading were signed the ship sank and the cargo was lost. The charterers then refused to present the bills of lading for signature: — *Held*, that the loss of the cargo did not relieve the charterers from their obligation to present bills of lading, and that the shipowner was entitled to damages equal to the amount of the advance freight. **ORIENTAL STEAMSHIP Co. v. TYLOR**

[C. A. revers. **Pollock B. [1893] 2 Q. B. 518**

3. — *Default in lading full cargo — Damages — Freight earned by ship.* E. chartered A.'s ship for carriage of a full cargo at £1 17s. 6d. per ton. The charterparty excepted "fire" and stipulated that the master should sign bills of lading at any rate, provided that the bill of lading freight should cover the charterparty freight (£5600). E. shipped 1519 tons at £1 5s. A fire broke out

SHIP — BILL OF LADING AND CHARTER-PARTY — Freight — continued.

which destroyed 1000 tons of this cargo and delayed the ship. E. refused to load more goods, and A. filled up the ship with other cargo: — *Held*, that the space occupied by the burnt goods was taken out of the charterparty altogether, and that the freight received by A. for goods carried therein belonged to A. and ought not to be taken into account in reduction of damages: — *Held*, further, that the fire only absolved E. from payment of the bill of lading freight on the goods burnt, and that after the fire E. was liable for £5600 less £1 5s. per ton on the goods burnt, and not £5600 less £1 17s. 6d. per ton on the goods burnt. **AITKEN LILBURN & Co. v. ERNSTHAUSEN & Co.** C. A. affirm. **Pollock B. [1894] 1 Q. B. 773**

4. — *Goods damaged.* A vessel, on board which dates had been shipped under bills of lading making the freight payable on right delivery, was sunk during the course of the voyage, and subsequently raised. On arrival at the port of discharge, it was found that although the dates still retained the appearance of dates, and although they were of considerable value for the purpose of distillation into spirit, they were no longer merchantable as dates: — *Held*, that freight was not payable in respect of them. **ASPAR v. BLUNDELL** — **Mathew J. [1895] 2 Q. B. 196** ;

[C. A. [1895] W. N. 143 (13)]

5. — *Disbursements at port of lading — Advance freight.* A charterparty contained a clause, "Cash for steamer's ordinary disbursements at port or ports of loading, not exceeding £150 in all, to be advanced at exchange of 50d. to the dollar on account of freight, subject to 3% to cover cost of insurance, &c." The master, having other cash in hand, paid part of the disbursements out of it, and only obtained an advance of part from the charterers. The charterers claimed the profit they would have made by the difference of exchange if the whole amount had been advanced: — *Held*, that the clause was optional and not obligatory on the shipowner, and that the charterers were not entitled to recover. **THE "PRIMULA"** — **G. Barnes J. [1894] P. 123**

6. — *Sale at port of distress — Construction of written document.* A charterparty in the ordinary English form was negotiated and made in London between A., a merchant in London, and the London broker of B., a German shipowner, domiciled in Germany, for the chartering of the I., a German ship with a German master, then in a French port, "freight being payable at the rate of 35s. per ton of 20 cwt. net delivered. . . . The freight to be paid on right delivery of cargo, if discharged in the U. K.; in cash as customary . . . and if on the Continent in cash at the exchange of the day. . . ." The I. put into a port of distress, where a portion of the cargo was found to be so much damaged that on survey it was condemned as unfit for reshipment and sold by the master: — *Held*, that the intention of the parties was to make an English contract, and the payment of freight being expressly dealt with in the charterparty, no freight was payable on the portion sold. **THE "INDUSTRIE"** — **C. A. revers. G. Barnes J.**

[1894] P. 50

SHIP—BILL OF LADING AND CHARTER-PARTY—continued.**Hire.**

Cesser of hire during inefficiency of ship. A charterparty contained a condition in case of breakdown that payment of hire should cease "until the vessel was in an efficient state to resume service." The ship's machinery broke down on her homeward voyage, and she was towed to a port of discharge, the expense being treated as a general average:—*Held*, that while being towed the ship was not efficient, but that she became efficient when able to discharge. *HOGARTH v. MILLER BROTHER & Co.* H. L. (8.)

[(Lord Bramwell dissent.) [1891] A. C. 48]

Mercantile Usage.

"Lawful merchandize." By usage "lawful merchandize" is confined to goods ordinarily shipped from the port of loading:—*Held*, that as it appeared that ordnance stores were not usually shipped from Ceylon, loading such stores at a port in that colony was a breach of a charterparty providing for shipment of lawful merchandize. *VANDESPAR & Co. v. DUNCAN & Co.*

[Charles J. [1891] W. N. 178]

Non-delivery of Goods.

1. — *Sale at port of distress—Law of the flag—Duty of master by German Law.* A German vessel loading at Singapore took aboard pepper shipped by British subjects under English bills of lading in the usual form. During the voyage the ship put into a port of distress, with part of the cargo damaged. The master telegraphed to this effect to Singapore, and the telegram was communicated to the shippers, but no instructions were received. The master then, acting on the best advice available and in good faith, sold the bulk of the pepper, though much was sound and fit for reshipment:—*Held*, that the law of the flag governed the acts of the master, and that they were justified by that law, and the shippers could not sue for conversion of the pepper. *THE "AUGUST"* — *Hannan, Pres.* [1891] P. 328

2. — *Short delivery—Onus.* In an action for the balance of freight from Calcutta to Dundee of 1000 bales of jute by the shipowners against the consignees, the defts. counter-claimed for the value of twelve bales alleged to have been short delivered of the 1000 shewn by the bill of lading and signed by the master to have been shipped at Calcutta. There was no clear evidence as to how or where the missing bales disappeared:—*Held*, *revera*. Court of Session, that the onus was on the shipowners to disprove the master's receipt: and this they had failed to do. *HENRY SMITH & Co. v. BEDOUIN STEAM NAVIGATION Co.* — H. L. (8.) [1895] W. N. 150 (6)

Penalty.

Refusal to sign bills of lading—Penalty or liquidated damages. A charterparty contained the clause, "The captain shall sign charterer's bills of lading as presented without qualification . . . or pay £10 for every day's delay as and for liquidated damages until the ship is totally lost or the cargo delivered." The captain wrongfully refused to sign the bills of lading as presented; but the charterers were unable to shew that they had sustained any damage by his conduct:—*Held*, that

SHIP—BILL OF LADING AND CHARTER-PARTY—Penalty—continued.

the clause imposed a penalty and not liquidated damages, and that the plffs. were only entitled to nominal damages. *RAYNER v. FREDERIKTIEBOLAGET CONDOR* — *Mathew J.* [1895] 2 Q. B. 289

Pledge.

1. — *Bills of Lading Act, 1855.* Pledges of goods are entitled to maintain trover in respect of a wrongful delivery of the goods, even where at the date of the wrongful delivery they had not acquired their title to the goods. *BRISTOL AND WEST OF ENGLAND BANK v. MIDLAND RAILWAY Co.* — C. A. [1891] 2 Q. B. 653

2. — *Pledge of goods to bank.* The security of the pledges of a bill of lading is not affected by their return of the bill to the pledgor to enable them to obtain delivery of the merchandize and sell on the pledges' account, and account for the proceeds towards satisfaction of the debt. *NORTH WESTERN BANK v. JOHN POYNTER, SON & MACDONALDS* — H. L. (8.) [1895] A. C. 56

Rescission of Charterparty.

Damages. Where a shipowner rescinded a charterparty under the erroneous belief that the charterer had made default and relet the ship, the charterer was awarded damages for loss of profit. *CARSWELL v. COLLARD* H. L. (8.) [1893] W. N. 108

Shipowner's Liability.

Owner's subsequent liability on bills of lading signed by master. The intention and effect of a charterparty is that the owner parts with the possession and control of the vessel to the charterer, and provisions which are not consistent with this intention should be disregarded. Consequently neither the captain nor shipping agent is servant or agent of the owner so as to render him liable either under bills of lading or for negligence, or by reason of his being registered as managing owner. *BAUMWOLL MANUFACTURER VON SCHIEBLER v. GILCHREST & Co.* — Charles J. [1891]

[2 Q. B. 310; *revera*. by C. A. [1892] 1 Q. B. 253;

[C. A. affirm. by H. L. (8.) *sub nom.* [BAUMWOLL MANUFACTURER VON SCHIEBLER v. FURNESS [1893] A. C. 8]

Warranty.

1. — *Authority to effect charter—Shipbroker—Telegraphic instructions—Mistake.* A firm of shipbrokers signed a charterparty in the form "by telegraphic authority" of the charterer "as agent":—*Held*, that such a form of signature was intended to protect, and by custom did protect, the shipbrokers from any mistake in the telegram. Evidence to explain the meaning of this form of signature admitted. *LILLY, WILSON & Co. v. SMALES, EYLES & Co.* — *Denman J.* [1892] 1 Q. B. 456

2. — *Seaworthiness—Voyage in stages.* A steamer was chartered to proceed to O. and there load a part cargo of esparto for delivery at G., with liberty to fill up with dead weight cargo for owners' benefit, and to call at any ports in any order. She called at H. and filled up with ore, but took in no more coal. By reason of insufficient supply of coal she ran ashore and the cargo was lost. On an action for non-delivery of the esparto:—*Held*, that, even if the voyage could be treated as one divided into stages, the warranty of sea-

SHIP—BILL OF LADING AND CHARTER-PARTY—Warranty—continued.

worthiness which attaches at each stage was broken at H., and the plaintiffs were entitled to recover. *THIN v. RICHARDS & Co.*

[C. A. affirm. Day J. [1892] 2 Q. B. 141

SHIP—CASUALTIES.

The Shipping Casualties Rules, 1895, dated March 7, 1895. St. R. & O. 1895, No. 112 L. 7. Price 1d.

SHIP—COLLISION.

Collisions at sea.] *O. in C. dated Aug. 18, 1892, modifying the Sailing Rules of 1884, as regards steam pilot vessels. St. R. & O. 1892, p. 633.*

[The rules of 1884 are published in 9 P. D. pp. 247–256.]

O. in C. dated Jan. 30, 1893, making an addition to Art. 3 of Sailing Rules of Aug. 11, 1884. St. R. & O. 1893, p. 447.

Provisional O. in C. dated Dec. 12, 1893, rescinding the O. in C. of Jan. 30, 1893, as to Regs. for Preventing Collisions at Sea. Lond. Gaz. Dec. 20, p. 7365.*

Avon.] O. in C. dated Aug. 25, 1892, approving Rules as to the Lights or Signals to be carried in the tidal part of the River Avon by certain barges, &c. St. R. & O. 1892, p. 634.

Clyde.] O. in C. dated Feb. 23, 1891, approving Rules of Clyde Trustees as regulating the Lights to be borne by Dredgers. St. R. & O. 1891, p. 568.

Humber, Trent and Ouse.] O. in C. dated Feb. 8, 1890. St. R. & O. 1890, pp. 858–861.

Mersey.] O. in C. dated May 9, 1892, approving Rules as to the Lights to be carried, and as to the steps for avoiding Collisions to be taken by vessels navigating the Mersey. St. R. & O. 1892, p. 636.

O. in C. dated Aug. 18, 1895, making rules for preventing Collisions (dredgers) in the River Mersey. St. R. & O. 1895, No. 387.

Thames.] O. in C. dated Aug. 5, 1892, approving Bye-laws made by the Thames Conservancy. St. R. & O. 1892, p. 934.

[For Rules for Dockyard Ports, see "Table of Rules and Orders Issued," at p. cclix.]

1. — *Barge sunk whilst moored in a dock.] A barge was sunk whilst moored in a dock during the absence of the man in charge. The dock was lighted, and it would have been impossible to beach the barge, and there being no tide the ropes did not require tending;—Held, that the absence of the person in charge had nothing to do with the collision. THE "HORNET"*

[Div. Ct. [1892] P. 361

2. — *Burden of proof—Inevitable accident.] The defts' steamer, owing, as they alleged, to a latent defect in the steering gear which could not have been ascertained or prevented by any reasonable care or skill, ran down another vessel at anchor;—Held, that the onus of disproving negligence lay on them, and, on the facts, that they had not disproved negligence and were liable. Evidence necessary to prove inevitable accident considered. THE "MERCHANT PRINCE"*

[C. A. [1892] P. 179 revers. Butt Pres. [1892] P. 9

3. — *Crossing bows of ship—Duties of either vessel.] Where two steamships entered the Bosphorus from the Black Sea at the same time,*

* Made permanent by O. in C. of Feb. 8, 1896. St. R. & O. 1896, No. 31. Price 4d.

SHIP—COLLISION—continued.

both making at about equal speed for a point on the Asiatic side, and on reaching that point the S., being on the European side, crossed the bows of the N., notwithstanding the proximity of the land, the set of the current, and the fact that neither vessel had on it at the time much steerage way:—*Held*, that the Court below was wrong in pronouncing the N. solely to blame for the collision. The S. was to blame in the first instance, but the N. was also in fault for not having reversed at once when the S.'s object was or ought to have been apparent. SS. "NORD KAP" v. SS. "SANDHILL." THE "SANDHILL"

[J. C. [1894] A. C. 646

4. — *Danube—Regulations as to navigation of Lower Danube.] Where a ship ascending the Danube finds herself exposed to the risk of meeting a descending ship at or near a point which does not afford sufficient breadth for passing, art. 32 of the regs. applicable to the Lower Danube is imperative, and the ascending ship is bound to stop and wait. If, however, such an ascending ship force her way contrary to art. 32, and her intention so to do is reasonably apparent, a descending ship commits contributory fault by insisting on her right of precedence. SS. "DIANA" v. SS. "CLIEVEDEEN." THE "CLIEVEDEEN"*

J. C. [1894] A. C. 636

5. — *Fairway.] "Fairway" means "a clear passage way by water," "an open navigable passage used by vessels proceeding up or down a river or channel." THE "BLUM BELL"*

[Div. Ct. [1895] P. 242

6. — *Fog.] The duty of a steamer to whistle on approaching a fog, and the speed of vessels when in or before entering a fog, under arts. 12 (a), 13, of the Sailing Rules, considered. THE "N. STRONG"*

Jeune J. [1892] P. 105

7. — *Fog—Alteration of helm.] There is no absolute rule that when a ship in a fog finds another ship approaching she is not to alter her course until the direction of approaching ship is discovered. Each case must depend on its own circumstances. THE "VINDOMORA." OWNERS OF THE "VINDOMORA" v. OWNERS OF THE "HASWELL"*

[H. L. (E.) [1891] A. C. 1; affirm. C. A. 14 P. D. 172

8. — *Fog—Sailing Rules, 1884, art. 18.] Held, by C. A., that where two ships are approaching in a fog, they ought to stop, and if necessary to reverse, unless there are distinct and unequivocal indications from the fog signals that if the ships continue their course they will pass clear without risk of collision. Judgment of C. A. affirm. by H. L. (E.) on the facts and not on point of law. THE "LANCASHIRE"*

[C. A. [1893] P. 47; H. L. (E.) sub nom. OWNERS [OF SS. "LANCASHIRE" v. OWNERS OF SS. ["ARIEL" THE "LANCASHIRE" [1894] A. C. 1

9. — *Jettison of cargo—Claim for general average.] In a collision between a Dutch and an English steamer, the former was sunk, and the latter so injured that she had to jettison cargo to keep the part of the ship damaged out of the water whilst making for a port of refuge. In an action in rem for damage by collision brought by the owners of the Dutch steamer against the English steamer, to which the owners of the latter*

SHIP—COLLISION—continued.

appeared and counter-claimed, the Dutch steamer was found alone to blame. On the reference as to damages, the owners of the English steamer claimed, *inter alia*, to recover against the owners of the Dutch steamer the balance due in general average contribution from ship to cargo in respect of the jettison, after deducting the amount due from cargo to ship in respect of the damage to the ship:—*Held*, that the claim must be disallowed, as the loss sustained by the ship in having to make the general average contribution was not directly due to the collision, but arose from the obligation to contribute, resulting from the relation between ship and cargo. *THE "MARPESSA"* - *Jeune J.* [1891] P. 403

10. — *Lights—Steamer riding by her chains with anchors unshackled.* A steamer near the Goodwin sands unshackled her anchors, banked her fires, shut off steam, and rode head to wind by her chains. She exhibited an anchor light forward and a globular white light aft. A sailing vessel bound down channel mistook the lights for the masthead and green lights of a steamer in motion:—*Held*, that the steamer was alone to blame for a collision which occurred, as the lights were calculated to mislead, so that the mistake of the sailing vessel was excusable. The steamer having rendered herself unmanageable should have exhibited three red lights, and should have kept steam readily available, so as to bring herself promptly under command if necessary. *THE "FAEDRELANDET"* - *C. A. affirm. Jeune Pres.* [1895] P. 205

11. — *Misleading light—Mersey river rules, art. 4.* The *T.*, a steamship on the Mersey, came into collision with another while carrying in addition to the usual lights an additional white light alleged to be a customs signal light, as to which no regulation or practice was proved. It was doubtful, on the evidence, whether the lights first seen by the injured ship might not have misled those in charge of her into the belief that the *T.* was at anchor:—*Held*, that under s. 17 of the Merchant Shipping Act, 1873 (now s. 419 (4) of the Merchant Shipping Act, 1894), the *T.* must be deemed at fault. *THE "TALBOT"*

[*Butt Pres.* [1891] P. 184

12. — *Narrow channel—Starboard side rule.* The *Swin* (between the Middle lightship and the Middle sands) is a narrow channel within art. 21 of the Sailing Rules, 1884, and a steamship must, while safe and practicable, keep to that side of the fairway which is on her starboard side. *THE "MINNIE"* - *C. A.* [1894] P. 336

13. — *Sailing Rules, 1884, art. 5—"Not under command."* "Not under command" in art. 5, sub-ss. (a), (c), (d), of the Collision Regulations, 1884, applies only to a ship which is altogether unable "to get out of the way." A vessel which has not lost her power of turning by means of her helm, but is somewhat disabled from reversing, is therefore not within the definition "not under command"; and for her to hoist the three red lights required by the article is misleading. *OWNERS OF THE "P. CALAND" v. GLAMORGAN STEAMSHIP CO. THE "P. CALAND"*

[*Jeune J.* [1891] P. 313; *affirm. by C. A.* [1892] P. 191; *affirm. by H. L. (E.)* [1893] A. C. 207

SHIP—COLLISION—continued.

14. — *Sailing Rules, 1884, art. 20—"Overtaking ship."* The obligation imposed by art. 20 on the "overtaking ship" to keep out of the way continues, although she has ceased to be within the area lighted by the stern-light and has advanced into a position in which she can see the side-light of the "overtaken" ship. *THE "MOLIERE"*

[*Jeune Pres.* [1893] P. 217

15. — *Sailing Rules, 1884, arts. 15, 18, 19, and 21.* *Held*, on the facts in a case where the damaged vessel was admittedly in fault, that no fault was attributable to the colliding vessel for not stopping and reversing at an earlier period. *OWNERS OF THE "OTTO" v. OWNERS OF THE "THORSA." THE "OTTO"*

[*H. L. (S.)* [1894] A. C. 116

16. — *Sailing Rules, 1884—Presumption of blame.* By s. 17 of the Merchant Shipping Act, 1873, (now s. 419 (4) of the Merchant Shipping Act, 1894), a ship proved to have infringed the rules is to be deemed to be in fault. *Per Lords Bramwell, Herschell, Macnaghten, and Hannen*, the infringement must be one having some possible connection with the collision. *EASTERN STEAMSHIP CO. v. SMITH. THE "DUKE OF BUCCLEUCH"* [C. A. 15 P. D. 89; *affirm. by H. L. (E.)* (the votes [for and against being equal] [1891] A. C. 310

17. — *Sailing Rules, 1884, art. 10—Trawler—Pyrotechnic light.* The provision that a red pyrotechnic light shall be shewn by a trawler to an approaching vessel as required by the regs. for preventing collisions as modified by O. in C. of June 24, 1885, only applies when a vessel is approaching the trawler under such circumstances as to create a risk of collision. *THE "ORION"*

[*Jeune J.* [1891] P. 307

18. — *Sunken wreck in harbour—Transfer of control to port authority—Liability—Maritime lien.* The owners of a wreck remained in possession, but the port authority undertook and neglected the duty of indicating its position:—*Held*, that neither the owners nor the wreck were liable for a collision which ensued, and that no maritime lien arose in the absence of negligence by the owners. The colliding ship having been navigated in circumstances of instant peril with reasonable care and skill:—*Held*, that it was not answerable. *OWNERS OF SS. "UTOPIA" v. OWNERS OF SS. "PRIMULA." THE "UTOPIA"*

[*J. C.* [1893] A. C. 492

19. — *Thames Navigation Bye-laws, 1887—Contributory negligence.* A tug negligently managed came into collision with a ship and was damaged by her anchor, which, by the order of a compulsory pilot, was in a position contrary to Thames Bye-law No. 20. Those on the tug knew of the anchor's position, but there was no time for those in the ship, when the collision appeared imminent, to remove the anchor:—*Held*, (1) that the owners of the ship were not responsible for the breach of the Bye-law by the pilot's orders; (2) that the tug by ordinary care might have avoided the collision. The Thames Bye-laws differ from the Collision Regulations in that under the latter breach of the regulations involves no liability when the contravening vessel can prove that the breach could not possibly

SHIP—COLLISION—continued.

have caused the collision, whereas under the Thames Bye-laws it must be shown that the breach contributed to the collision. *THE "MONTE ROSA"* - - - **G. Barnes J. [1893] P. 23**

See above, COLLISION. 16.

20. — Thames Navigation Bye-laws, 1887, art. 18 — Side lights.] A steam-vessel which throws herself athwart the navigable channel and stops her way is "not under command" within art. 18 of the Thames Bye-laws, 1887, and must sound her whistle as prescribed by that article. A steam-vessel must take in her side-lights as soon as she rides to her anchor, and if over 150 ft. long must, under art. 7 (c) of the Bye-laws of 1892, exhibit a second riding light. *THE "WEGA"*

[Bruce J. [1895] P. 156]

21. — Thames Navigation Bye-laws, 1872, r. 20 — Stock awash.] (A) An anchor hanging from the hawse shackle or ring awash, held not to be hanging stock awash within r. 20. *THE "J. R. HINDS"* - - - **Jeune J. [1892] P. 231**

(B) An anchor hanging from the hawse pipe held not to be hanging stock awash within r. 20. *THE "DUNSTANBOROUGH"*

[Jeune J. [1892] P. 363, n.]

22. — Thames Navigation Bye-laws, 1887, arts. 17, 18 — Turning ship.] A ship in the Thames when turning round and also reversing her engines must give the four blasts of the steam whistle required by art. 18 for vessels turning round. It is not sufficient to give the three blasts ordered by art. 17 (c) for vessels reversing. *THE "NEW PELTON"*

[Jeune J. [1891] P. 258]

23. — Tug — Contributory negligence — Joint tortfeasors — Liability of tow — Measure of damages.] A tug towing a vessel collided with and sunk a third vessel. The tug and the third vessel were found to blame for excessive speed in a fog. The tow was found to blame for not controlling the speed of the tug:—*Held*, that although the tow had not herself been in collision, and therefore her liability depended on the relation of master and servant between herself and the tug, still the Admiralty rule in case of collision between ships applied, and the tug and the tow were liable to half the damages to the third vessel, after deducting half the damage to the tow to which the third vessel was liable. *THE "ENGLISHMAN" AND THE "AUSTRALIA"* (No. 1) **Jeune Pres. [1894] P. 239**

SHIP—GENERAL AVERAGE.

1. — Cargo in peril—Expenses of landing and transporting to place of safety—Extraordinary expenses for general benefit.] Where after a disaster at sea the shipowner, not merely with a view to freight, but in the interests of the whole adventure or of the cargo owners, and before electing to abandon the ship and carry on the cargo in another ship, incurs necessary expenses on landing a perishable cargo and carrying it to a place of safety, the expenses are not to be charged to freight alone, but are either a general average charge or a charge against cargo or a charge against cargo and freight. In the event of such a disaster there is no rigid rule of law that the shipowner may not employ experienced persons to act in his place for the benefit of all concerned.

SHIP—GENERAL AVERAGE—continued.

Whether he is entitled to do so and make the extraordinary expenditure a general average charge depends on the circumstances of the case and whether he acts reasonably and properly. *ROSE v. BANK OF AUSTRALASIA*

[H. L. (E.) [1894] A. C. 687]

2. — Stranded steamer—Damage to engines—Coal.] If in endeavouring to refloat a stranded steamship which is in a position of peril, the engines are intentionally worked, at the risk of damage, for the common safety, damage to the engines caused thereby and value of the coals consumed are the subject of a general average contribution. *THE "BONA"* **C. A. [1895] P. 125**
And see INSURANCE—MARINE. 16, 17.

SHIP—COLLISION. 9.

SHIP—HARBOUR-MASTER.

1. — Authority of harbour-master to bind owners—Permissive use of dock for grounding.] A ship entered a dock to load. While crossing the dock she was disabled, and there being no dry dock, with the permission of the harbour-master put into a lock to ground. On grounding she sustained damage owing to the existence of a sill at the lock's bottom, which the harbour-master had represented was level:—*Held* (Lords Bramwell and Morris diss.), that the harbour-master was guilty of a breach of duty by giving the permission and making the representations, and that the dock owners were liable. *OWNERS OF "APOLLO" v. PORT TALBOT CO. THE "APOLLO"*

[H. L. (E.) [1891] A. C. 499]

2. — Negligence.] When a vessel is within the jurisdiction of a harbour-master by law empowered to give compulsory orders, his orders as to the place of anchorage, &c., may only be disregarded in cases of obvious danger. *RENEY v. MAGISTRATES OF KIRKCUDBRIGHT* **H. L. (S.) [1892] A. C. 264**

SHIP—INSURANCE.

See INSURANCE—MARINE.

SHIP—LIFE-SAVING APPLIANCES.

Rules dated March 9, 1894, made by the Board of Trade as to life-saving appliances. St. R. & O. 1894 (No. 303), p. 290.

SHIP—MANAGING OWNER.

Charges against ship—Commission.] In the absence of special bargain the managing owner of a ship, even if he is a shipbroker, is not entitled to charge against the ship or retain any profit by way of commission or otherwise for procuring charters or freights. *WILLIAMSON v. HINE*

[Kekewich J. [1891] 1 Ch. 390]

SHIP—MARITIME LIEN.

1. — Disbursement by master—Lien on ship and freight.] Sect. 1 of the Merchant Shipping Act, 1889 (now s. 167 of the Merchant Shipping Act, 1894), does not give the master of a ship a lien on the ship for disbursements (e.g., to procure coal for which the charterers were liable on the charterparty) if he has no authority to pledge the shipowners' credit. If there is no lien on the ship there can be none on the freight in respect of the same debt. *MORGAN v. "CASTLEGATE" SS. CO. THE "CASTLEGATE"* **H. L. (L.) [1893] A. C. 38**

2. — Liability incurred by master—Bill of exchange for coal at home port—Priority—Mortgagees—Merchant Shipping Act, 1889, s. 1 (now

SHIP—MARITIME LIEN—continued.

Merchant Shipping Act, 1894, s. 167.] P. sold coal for the steamer O. then lying in the port of London, and contracted to be paid by bill drawn by the master on the shipowners in London. The bill was dishonoured. The master issued an action *in rem* against the shipowners, who did not appear, but on intervention by mortgagees, held, by Jeune Pres., that the Act of 1889 only gave a maritime lien in cases where it was supposed to have been created by the Admiralty Court Act of 1861; and (1) Held by C. A. and Jeune Pres. a lien is given by the Act of 1889 only for those disbursements by the master for which without express authority he could pledge the owner's credit; (2) that there was no lien to the prejudice of the mortgagees. The terms "disbursements" and "necessaries" considered. *THE "ORIENTA"*

[Jeune Pres. [1894] P. 271; affirm. by C. A. [[1895] P. 49]

3. — *Wreck.*] There is no maritime lien on a wreck for injury done by collision therewith, when the wreck is under the control of the port authority and the owners have not been guilty of any negligence. *OWNERS OF SS. "UTOPIA" v. OWNERS AND MASTER OF SS. "PRIMULA."* *THE "UTOPIA"* — — — J. C. [1893] A. C. 493

SHIP—MASTER AND SEAMAN.

1. — *Conspiracy and Protection of Property Act, 1875.*] Sect. 16 of the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86), means only that the punishments prescribed by the Act are not to fall on seamen. The case of an offence against a seaman by a person who is not a seaman is therefore not excluded from the Act by this section. *KENNEDY v. COWIE*

[Div. Ct. [1891] 1 Q. B. 771]

2. — *Disrating.*] *Semble*, the master has the power, and if the circumstances require it, is the proper person to disrate a seaman. *THE "HIGHLAND CHIEF"* — — — Div. Ct. [1892] P. 76

3. — *Liability of owner—Negligence—Common employment.*] The masters and crews of two different ships belonging to the same owners are not in common employment in such a sense as to be deprived of a remedy against the employer where the master or crew of one ship is injured by the negligence of those of the other. *THE "PATREL"* — — — Jeune Pres. [1893] P. 320

4. — *Liability of owner—Negligence of master—Common employment—"Seaworthiness."*] The master and seamen of a ship, being servants in a common employment, the owners are not liable for loss occasioned to a seaman through the negligence of a master. A ship does not become "unseaworthy" within s. 5 of the Merchant Shipping Act, 1876 (now s. 458 of the Merchant Shipping Act, 1894), because the master neglects to use a part of her equipment whereby the safety of the crew is endangered, but not that of the ship. *HEDLEY v. PINKNEY & SONS STEAMSHIP CO.* [C. A. [1893] 1 Q. B. 58; affirm. by H. L. (E.) [[1894] A. C. 223]

— Personal injuries.

See SCOTTISH LAW—Master and Servant. 1.

5. — *Wages.*] A reduction in the amount of wages consequent on disrating is not a "deduc-

SHIP—MASTER AND SEAMAN—continued.

tion" requiring to be entered under the "deductions" column in the Bd. of Trade form of account prescribed by s. 171 of the Merchant Shipping Act, 1854 (now s. 132 of the Act of 1894). *THE "HIGHLAND CHIEF"* — — — Div. Ct. [1892] P. 76

6. — *Wages—Contract of service—Increased danger—Uncompleted voyage.*] The J. Govt. bought a warship in E. which they placed in charge of a master to navigate to J. O. contracted with the master to serve as one of the crew for the voyage for a fixed sum. During the voyage the J. Govt. declared war against C., and O. then refused to continue to serve, and left the ship:—Held, that the master was responsible for the act of his principals in declaring war, and that as the risks of O. were increased, O. was justified in abandoning the voyage, and was entitled to the stipulated sum notwithstanding that the voyage was not completed. *O'NEIL v. ARMSTRONG, MITCHELL & CO.* Div. Ct. [1895]

[2 Q. B. 70; affirm. by C. A. [1895] 2 Q. B. 418]

SHIP—MERCHANT SHIPPING ACTS.

[*These Acts were consolidated by the Merchant Shipping Act, 1894 (57 & 58 Vict. c. 60).*]

The Rules of the Supreme Court (Merchant Shipping), 1894, dated Dec. 10th, 1894, made under the Merchant Shipping Act, 1894. St. R. & O. 1894 (No. 556), p. 426; [1894] W. N. (Appx. of O. & E.), p. 5; St. O. P.

And see SHIP—CASUALTIES; SHIP—COLLISION; SHIP—LIFE-SAVING APPLIANCES; SHIP—PILOTAGE.

Passengers Acts.] Notice dated June 19, 1891, under the *Passengers Act, 1855, varying the declared length of voyages to certain places. St. R. & O. 1891, p. 564; Lond. Gaz. June 23, 1891, p. 3300.*

[*The Passengers Acts were repealed by and consolidated in the Merchant Shipping Act, 1894.*]

1. — *Certificate of registry—Order for delivery.*] A shipowner while a ship was being built for him contracted to fit her for a particular trade, and run her for five years as one of the depts.' line. After completion and registry she was mortgaged by the owner. Pltff. became second mortgagee with notice of the contract. The first mortgagees who had no notice of the contract took possession of the ship and sold her to the pltff. He resold to third parties and claimed delivery up of the certificate of registry under s. 50 of the Merchant Shipping Act, 1854 (now s. 15 of the Merchant Shipping Act, 1894):—Held, that pltff. was entitled to have the certificate delivered up to him. *THE "CELTIC KING"* [G. Barnes J. [1894] P. 175]

See also SHIP—MORTGAGE.

2. — *Overloading—Foreign ship.*] The provisions of s. 34 of the Merchant Shipping Act, 1876 (now s. 692 of the Merchant Shipping Act, 1894), against overloading apply to foreign ships, although there has been no O. in O. under s. 37 (now s. 696 (1) (2) of the Merchant Shipping Act, 1894) specifically applying such provisions to the ships of the particular foreign state. *CHALMERS v. SCOFENICH*

[Div. Ct. [1892] 1 Q. B. 735]

3. — *Overloading—Liability of owner for act of master.*] The master of a British ship took

SHIP—MERCHANT SHIPPING ACTS—contd.

cargo on board at a foreign port and loaded the ship so as to submerge the centre of the Bd. of Trade disc in salt water. The owner of the ship was not aware of the overloading:—*Held*, that the owner was not liable to conviction under s. 28 of the Merchant Shipping Act, 1876 (s. 442 of the Merchant Shipping Act, 1894), for allowing the ship "to be so loaded as to submerge in salt water the centre of the disc." *MASSEY v. MORRIS*

[Div. Ct. [1894] 2 Q. B. 412]

4. — "*Seagoing ship*"—*Offences—Summary proceedings.*] A steamer carrying salt in the Mersey, but not going further out to sea than the limits of the port of Liverpool:—*Held*, not to be a "seagoing ship" within s. 109 of the Merchant Shipping Act, 1854 (now s. 260 of the Merchant Shipping Act, 1894), so as to make the summary proceedings allowed by s. 243 of the Act of 1854 (now s. 225 of the Merchant Shipping Act, 1894), for certain offences, applicable to its crew. *SALT UNION v. WOOD* - Div. Ct. [1893] 1 Q. B. 370

5. — "*Unseaworthiness—Detention of ship by Board of Trade.*" Under s. 10 of the Merchant Shipping Act, 1876 (now s. 460 of the Merchant Shipping Act, 1894), the Bd. of Trade are liable to pay the direct damages caused by the detention of a ship the condition of which does not give reasonable cause for such detention, but they are not liable to pay damages for injury to the ship-owners' reputation. *DIXON v. CALOCRAFT*

[C. A. [1892] 1 Q. B. 458]

See SHIP—MASTER AND SEAMAN. 4.

6. — "*Vessel used in navigation*"—"Ship."] A small electric launch on an artificial lake fitted to carry passengers:—*Held*, not to be a vessel used in navigation within s. 2 of the Merchant Shipping Act, 1854 (now s. 742 of the Merchant Shipping Act, 1894), and therefore not to be a passenger steamer within s. 318 of that Act (now s. 281 of the Merchant Shipping Act, 1894), so as to require a duplicate of her Bd. of Trade certificate "to be put up in some conspicuous part of the ship." *SOUTHPORT CORPORATION v. MORRIS* - Div. Ct. [1893] 1 Q. B. 359

SHIP—MORTGAGE.

1. — *Priority.*] Mortgages in the statutory form take priority in the strict order in which they are registered over equitable charges. Therefore where under a debenture trust deed legal mortgages of all ships acquired or to be acquired by a co. were to be registered and the co. gave legal mortgages of certain ships to a corporation, and these mortgages were registered before those under the trust deed, the corporation's mortgages had priority, although they had notice of the debentures. *BLACK v. WILLIAMS*

[V. Williams J. [1895] 1 Ch. 408]

2. — *Receiver and manager.*] A receiver with power to manage appointed of a steamship under a registered statutory mortgage. *FAIRFIELD SHIPBUILDING AND ENGINEERING CO. v. LONDON AND EAST COAST EXPRESS STEAMSHIP CO.*

[Kekewich J. [1895] W. N. 64]

3. — *Sale of ship by mortgagee—Purchaser with notice of employment of ship.*] A mortgagee without notice of a contract affecting the employment of the ship can exercise his power of sale

SHIP—MORTGAGE—continued.

unrestricted by the contract even to a purchaser with notice of the contract.

W., the owner of a ship during her building, agreed with T. to fit her for a particular trade and run her as one of T.'s line. After registration of the ship A. mortgaged her to M., and F. became second mortgagee with notice of the contract. W. died having made default in payment of instalments under the first mortgage. M. thereupon took possession and sold to F. F. agreed to sell the ship to third parties. T. refused to give up the certificate of registry, and claimed an injunction against F. dealing with the ship in derogation of the agreement:—*Held*, that F. was entitled to an order for delivery of the certificate, and that he was not bound by the agreement, for otherwise M.'s power of sale would be restricted. *THE "CELTIC KING" G. Barnes J. [1894] P. 175*

SHIP—OWNER'S LIABILITY.

Generally, col. 828.

Limitation, col. 828.

Liability (Generally).

— for safety of Crew.

See SHIP—MASTER AND SEAMAN. 3, 4.

Limitation of Liability.

1. — *Contract overriding limitation of liability.*] The deft. entered his yacht for a race on the condition that "while sailing under the entry" he would obey and be bound by certain rules. By one of the rules the owner of any yacht disobeying or infringing any of them was liable for "all damages arising therefrom." Whilst sailing under these rules and in breach of one of them deft.'s yacht, through improper navigation, without the actual fault or privity of the defendant, ran into and sunk another yacht:—*Held*, that at the material time a contract existed between the owners of the competing yachts by which the deft. became liable for all damages arising from the infringement of the rule, and therefore the deft. could not set up the statutory limitation of liability. *THE "SATANITA"*

[C. A. revers. Bruce J. [1895] P. 248]

2. — *Crew space.*] When s. 9 of the Merchant Shipping Act, 1867 (now s. 79 of the Merchant Shipping Act, 1894), has been complied with, the space employed in berthing the crew may be deducted from the gross tonnage without deduction of engine room, for the purpose of calculating the liability of the owners of a ship for a collision. *THE "PETREL" - Jeune Pres. [1893] P. 330*

3. — *Gross tonnage.*] In calculating the gross tonnage upon which the statutory liability in damages is based the owner of a ship with a double bottom for water ballast may, under s. 5 of the Merchant Shipping (Tonnage) Act, 1889, (now s. 81 of the Act of 1894), exclude the space between the inner and outer plating. *THE "ZANZIBAR" - Jeune J. [1892] P. 233*

4. — *Navigation spaces—Sailing ship.*] In a sailing ship the navigation spaces mentioned in s. 3 (1), (a), (b), (i.), (ii.) of the Merchant Shipping (Tonnage) Act, 1889 (now s. 79 (1), (a), (i.), (ii.), (b) of the Merchant Shipping Act, 1894), can be deducted in estimating the tonnage for the purpose of the limitation of the owners' liability. *THE "PILGRIM" - Bruce J. [1895] P. 117*

SHIP—OWNER'S LIABILITY—Limitation—continued.

5. — *Navigation spaces—Steamship.*] In a steamship the navigation spaces mentioned in s. 5, sub-ss. b (i.), (ii.) of the Merchant Shipping (Tonnage) Act, 1889 (now s. 79 of the Merchant Shipping Act, 1894), cannot be deducted in estimating the tonnage for the purpose of the limitation of the owners' liability. *THE "UMBILLO"*

[Hannen Pres. [1891] P. 118

6. — *Separate losses—"Distinct occasions."*] By reason of the *S.* improperly starboarding across the bows of the *A.* the *A.* was damaged by colliding with the *M.* at anchor, and the *S.* continuing under a starboard helm sank the *D.* at anchor:—*Held*, (1) that the *onus* was on the *S.* to shew that it was the same act of improper navigation which caused the damage to the *A.* and the *D.*; (2) that as on the facts the wrongful starboarding might have been corrected in time the occasions were "distinct" within s. 506 of the Merchant Shipping Act, 1854 (now s. 503 (3) of the Merchant Shipping Act, 1894); (3) that the *onus* was on the *S.* to shew the fault was that of the pilot alone; (4) that as there was no efficient look-out the pilot was not warned in time to correct the wrongful starboarding, and the *S.* was liable to the *A.*, notwithstanding they had obtained a decree limiting their liability in an action by the *D.* *THE "SCHWAN."* *THE "ALBANO"*

[C. A. [1892] P. 419

SHIP—PILOTAGE.

O. in O. approving signals for pilots under the Merchant Shipping Act, 1894. St. R. & O. 1894 (No. 569), p. 305; Lond. Gaz. Dec. 14, 1894, p. 7348.

Bye-laws.

The following is a list of the Orders in Council issued during the years 1891–1895 under the Merchant Shipping Act, confirming Bye-laws of Pilotage Authorities:—

Reference to all previous O. in C. regulating Pilotage is given in the "Index to Statutory Rules and Orders," 1893 edit., p. 494. St. O. P. Price 10s.

ABERDEEN.] Aberdeen Harbour Commrs.— Oct. 15, 1894. Lond. Gaz. Oct. 23, 1895, p. 5918.

BELFAST.] Belfast Harbour Commrs.— June 26, 1893. Dublin Gaz. June 30, 1893, p. 777.

BLYTH.] Newcastle-upon-Tyne Trinity House— June 29, 1895. Lond. Gaz. July 7, 1895, p. 7322.

BRISTOL.] Corporation of Bristol— July 30, 1891. Lond. Gaz. Aug. 4, 1891, p. 4153.

CORK.] Cork Harbour Commrs.— Jan. 29, 1894.

DUBLIN.] Dublin Port and Docks Board— July 28, 1893. Lond. Gaz. Aug. 4, 1893, p. 4432.

FRASERBURGH.] Fraserburgh Harbour Commrs.— June 23, 1891. Lond. Gaz. June 26, 1891, p. 3368.

GOOLE.] Goole Harbour Commrs.— Mar. 3, 1894. Lond. Gaz. Mar. 9, 1894, p. 1446.

GOOLE.] Kingston-upon-Hull Trinity House— May 11, 1895. Lond. Gaz. May 17, 1895, p. 2550.

GOOLE.] Kingston-upon-Hull Trinity House— Oct. 3, 1895. Lond. Gaz. Oct. 8, 1895, p. 5511.

SHIP—PILOTAGE—Bye-laws—continued.

GREAT GRIMSBY.] Kingston-upon-Hull Trinity House— Aug. 26, 1893. Lond. Gaz. Sept. 1, 1893, p. 4983.

HULL.] Kingston-upon-Hull Trinity House— Mar. 3, 1894. St. R. & O. 1894. Lond. Gaz. Mar. 9, 1894, p. 1446.

HULL.] Kingston-upon-Hull Trinity House— Oct. 3, 1895. Lond. Gaz. Oct. 8, 1895, p. 5511.

LIVERPOOL.] Mersey Docks and Harbour Board as to port of Liverpool— May 9, 1892. Lond. Gaz. May 13, 1892, p. 2796.

LIVERPOOL.] Mersey Docks and Harbour Board— May 11, 1895. Lond. Gaz. May 17, 1895, p. 2949.

LIVERPOOL.] Mersey Docks and Harbour Board— June 29, 1895. Lond. Gaz. July 2, 1895, p. 3721.

MANCHESTER.] Manchester Ship Canal Co.— Nov. 21, 1895. Lond. Gaz. Nov. 26, 1895, p. 6666.

NEWPORT (MON.)] Newport Pilotage Board— Oct. 3, 1895. Lond. Gaz. Oct. 8, 1895, p. 5508.

SLIGO.] Sligo Harbour Commrs.— April 30, 1894. Lond. Gaz. May 4, 1894, p. 2582.

SLIGO.] Sligo Harbour Commrs.— May 9, 1892. Dublin Gaz. May 17, 1892, p. 555.

THURSO.] Thurso River Harbour Trustees— Dec. 12, 1894. Lond. Gaz. Dec. 14, 1894, p. 7348.

TYNE.] Tyne Pilotage Commrs.— Feb. 6, 1892. Lond. Gaz. Feb. 12, 1892, pp. 754–760.

WATERFORD.] Waterford Harbour Commrs.— Jan. 12, 1891. Lond. Gaz. Jan. 16, 1891, p. 281.

WISBEACH.] Kingston-on-Hull Trinity House— Jan. 30, 1893. Lond. Gaz. Feb. 3, 1893, p. 590.

Compulsory Pilotage.

1. — *Coasting trade—Foreign-going ship.*] A steamship made regular voyages from London with part of her cargo to Cardiff, where she took in the remainder of her cargo and proceeded to Venice, and returned to London:—*Held*, that she was a foreign-going ship, not within the exceptions in the Merchant Shipping Act, 1854, and, therefore, that in the Thames within the London district the employment of a pilot was compulsory. *THE "WINESTEAD"* — Bruce J. [1895] P. 170

2. — *Draught of water—London district—*
"Under book" pilot in charge.] A collision took place in the London district where pilotage is compulsory under an O. in O. of May 1, 1855. The Court found that the collision was caused by the negligence of the pilot of the deft's vessel. The vessel was a foreign ship of 16 ft. draught, and the pilot, an "under book" pilot, not qualified to pilot a vessel of so great draught under ordinary circumstances:—*Held*, that the plea of compulsory pilotage must be sustained, for on the construction of the O. in C. regulating pilotage in the district, the employment of an "under book" pilot was compulsory where no "upper book" pilot was available:—*Seem*, that an "upper book" pilot where available would have a right to supersede an "under book" pilot on a vessel of such draught, but the latter would be entitled to a fair proportion of the pilotage fees. *THE "CARL XV."* — [Butt Pres. [1892] P. 132; [affirm. by C. A. [1892] P. 324

3. — *Unexempted ship—Qualified pilot.*] The term "qualified pilot" in s. 853 of the Merchant Shipping Act, 1854 (now s. 603 (2) of the

SHIP—PILOTAGE—Compulsory Pilotage—contd.

Merchant Shipping Act, 1894), must be understood with reference to the class of ship of which the pilot offers to take charge. A pilot licensed for exempted ships only is not such a qualified pilot as to render liable to a penalty a master of an unexempted ship, who after the said pilot has offered to take charge of her, continues to employ an unqualified pilot. *STAFFORD v. DYER*

[Div. Ct. [1895] 1 Q. B. 566]

SHIP—RULES AND ORDERS.

See "Table of Rules and Orders Issued," above, p. cxlix.

SHIP—SALE.

Co-ownership—Sale of ship against will of majority. The majority of the co-owners of a ship formed a limited co. to which they transferred their shares. The minority of the co-owners moved, in an action of restraint, for the sale of the ship:—*Held*, that the majority had no right to change the character of the ownership without the consent of all parties, and therefore, in the exercise of the discretion of the Court under s. 8 of the Admiralty Court Act, 1861, and in the interests of all concerned, the sale of the whole ship would be decreed. *THE "HEREWARD"*

[Bruce J. [1896] F. 284]

SHIP—SHARE.

Transmission of share to alien—Forfeiture to Crown. A share which had become transmitted to an alien held forfeited to the Crown, and ordered that such share should be sold by the marshal by private contract without appraisal, but not under a stated sum. The owners of the remaining shares were allowed their costs out of the net proceeds. *THE "MILLCENT"*

[Jeune J. [1891] W. N. 162]

SHIP—WHARFINGERS' LIABILITY.

Obstruction in bed of river. In this case the H. L. held that on the facts there was no evidence of any breach of duty on the part of the wharfingers, and that the injury to the ship was caused by the captain and pilot attempting to berth her alongside the wharf at a time of the tide when it was not safe for a vessel of her draught. *THE "CALLIOPE."* *TREDEGAR IRON AND COAL CO. v. OWNERS OF THE "CALLIOPE"*

[C. A. revers. Butt J. (14 P. D. 138; H. L. (E.)

[revers. C. A. and restor. Butt J. [1891] A. C. 11]

SHIP—WRECK AND SALVAGE.

1. — *Agent—Principles upon which the remuneration of an agent rendering salvage service is to be based.* An agent is not precluded from claiming salvage. If requested by the owner of the vessel to render assistance he will have a right to some remuneration, even though the operations prove unsuccessful, but should the operations prove successful, the award will be on a different basis than if he had risked the loss of his entire expenditure as an independent salvor. *THE "KATE B. JONES"* G. Barnes J. [1892] F. 368

2. — *Agreement for services—Extra premium.* An agreement was made between the masters of the salving and salvaged ships, by which the salvors should receive remuneration for their services, even if unsuccessful:—*Held*, that it must be treated as an element for the reduction of the salvage award. An extra premium paid by the salving vessel for deviation, held to be an

SHIP—WRECK AND SALVAGE—continued.

element for increasing the award. *THE "EDENMORE"* — G. Barnes J. [1893] F. 79

3. — *Agreement to tow to a place of safety—Right to salvage.* Salvage claims rest, not upon contract, but upon the right to be paid out of the property salvaged, and therefore a salvor who has contributed, though to a small extent, to the ultimate safety of the disabled vessel, is not wholly disentitled to remuneration because he acted under an express agreement which he has failed to perform. *THE "HESTIA"* (No. 1)

[Bruce J. [1896] F. 193]

4. — *Apportionment—Agreement to accept percentage of salvage.* Sect. 182 of the Merchant Shipping Act, 1854 (now s. 156 of the Act of 1894), does not prevent seamen from entering into an equitable arrangement for the apportionment of salvage. Therefore, though a vessel be not within the exception of s. 18 of the Act of 1862 (now s. 156 of the Act of 1894), an agreement under s. 13 of the Act of 1883 (46 & 47 Vict. c. 41) to accept a percentage of the salvage earned is binding if in the opinion of the Court equitable.

Where certain officers are paid by a share of fishing profits, costs of repairs necessitated by the salvage operations cannot be deducted from the salvage percentage payable to them.—*Samble*, the above sections of the Acts of 1854 and 1862 do not apply to a master. *THE "WILHELM TELL"*

[G. Barnes J. [1892] F. 337]

5. — *Apportionment—Non-navigating members of crew—Surgeon, stewards, &c.* The non-navigating members of a crew of a large steamer (the surgeon, stewards, &c.), who had taken no active part in salving the salvaged ship, held to be only entitled to a half share according to their rating. *THE "SPREE"* — G. Barnes J. [1893] F. 147

6. — *Attempt to tow—Derelict.* A tug under an agreement endeavoured to tow a disabled barque into port but failed, leaving the ship in a more dangerous position than before, but in such a position that a second set of salvors were able to save her. The second set of salvors claimed salvage on the higher scale as for a derelict ship:—*Held*, (1) that the tug was entitled to payment for work done, but not for salvage; (2) that, as the crew were on board when these last salvage services commenced and remained by her while the salvage operations continued, the ship was not derelict. *THE "LEPANTO"* Jeune J. [1892] F. 123

7. — *Derelict boiler.* The Court, under special circumstances, awarded £50 and costs on the High Court scale to salvors who had landed a derelict boiler, although the boiler when sold fetched under £59. *BOILER ex "ELEPHANT"*

[Butt Pres. [1891] W. N. 53]

8. — *Gas float—Subject-matter of salvage claim.* A structure of iron boat-shaped and containing gas, which supplied a light raised above it, not being a ship or part of a ship, or of her apparel or cargo, is not a subject-matter in respect of which a salvage claim can be maintained in the High Court of Admiralty. *THE GAS FLOAT WHITTON No. 2*

[C. A. [1896] W. N. 160 (2) revers. Div. Ct. [1895] F. 301]

9. — *Inequitable agreement.* The fact that

SHIP—WRECK AND SALVAGE—continued.

parties to a salvage agreement have not contracted on equal terms will not *per se* invalidate the agreement; but if the sum insisted on by the intending salvor is exorbitant, and the master of the ship to be salvaged is at a disadvantage, the Court will set the agreement aside as inequitable. *THE "RIALTO"* - - Butt J. [1891] P. 175

10. — *Misconduct of salvors.* In this case the President held that the misconduct of the salvors, a lifeboat crew, was such as to work a total forfeiture of salvage reward. *THE "CAPELLA"* - - Butt Pres. [1892] P. 70

11. — *Negligence of salvors—Diminution of award.* On a claim for salvage the salvaged vessel counter-claimed for injuries sustained by bad and negligent navigation of the salvaging vessel, and asked not for forfeiture of the award, but for allowance on account of the damage sustained:—*Held*, that such want of skill in manœuvring the salvaging vessel as had been proved went to diminish the award of salvage, and the award must be reduced by one-half. An apportionment of the actual damage was refused. *THE "DWINA"* - - Butt Pres. [1892] P. 58

— *Salvage contract to be performed as to part outside the jurisdiction—Service.*

See SHIP—ADMIRALTY PRACTICE—Service out of the Jurisdiction. 2.

12. — *Tug, claim of.* A tug, under a contract to tow a vessel into port, was able to save the ship from a danger resulting from a mishap to another tug:—*Held*, that as there was no immediate danger to the ship or risk to the tug in performing the service, the tug had no claim for salvage. Conditions required to engraft salvage on to towage considered. *THE "LIVERPOOL"* [G. Barnes J. [1893] P. 154]

13. — *definition of "Wreck."* *Semble*, floating wreck means something which formed part of a ship, including her apparel or her cargo. *THE GAS FLOAT WHITTON* No. 2

[Div. Ct. [1895] P. 301; C. A. in revers. the [decision of the Div. Ct. did not reverse it [on this point; [1895] W. N. 160 (2)]

14. — *Wreck—Removal—Owner.* In s. 56 of the Harbours, Docks, and Piers Clauses Act, 1847, "owner" does not mean a person who was owner of the ship at the time it became an obstruction, but who abandoned her before the expenses of removal were incurred. The *C.* came into collision and sank near a harbour, where she became an obstruction to the navigation. Her owners gave the underwriters notice of abandonment as a total loss, and also gave the harbour authority notice of abandonment. The harbour authority took possession of the wreck, raised part of the cargo, sold it, and dispersed the wreck by explosives:—*Held*, that the owners were not personally liable for the repayment, not being the owners within the s. *Per* Lord Macnaghten also, because the expenses could not be recovered from the owner where the vessel is destroyed:—*Held*, also (Lord Ashbourne dissenting), that the s. makes the owner of the wreck personally liable for the expenses of removal. *ARROW SHIPPING CO. v. TYNE IMPROVEMENT COMMISSIONERS. THE "CRYSTAL"*

[H. L. (E.) revers. C. A. [1894] A. C. 508]

SHIPWRECK.

— Removal.

See HARBOUR. 2.

SHIPPING CASUALTIES RULES.

See SHIP—CASUALTIES.

SHOOTING.

— Accident at shooting party.

See TRESPASS TO PERSON.

— Right of way for purposes of sporting.

See SCOTTISH LAW—Servitude.

SHOP HOURS REGULATION.

By the Shop Hours Act, 1892 (55 & 56 Vict. c. 62), the law as to employment of young persons in shops was amended.

By the Shop Hours Act, 1895 (58 & 59 Vict. c. 5), a penalty was imposed for non-compliance with s. 4 of the Act of 1892.

Non-exhibition of statutory notice as to employment of young person in shop. The penalty provided by s. 5 of the Shop Hours Act, 1892, does not extend to the neglect of compliance with s. 4 as to the exhibition of a notice stating the working hours. *HAMMOND v. PULSFORD*

[Div. Ct. [1895] 1 Q. B. 233]

SHORTHAND NOTE.

See COUNTY COURT—Appeal. 1.

PRACTICE—Costs—Shorthand notes.

SHORT TITLES.

The Short Titles Act, 1892 (55 & 56 Vict. c. 10), confers short titles on numerous Acts of Parliament from 1351—1881, and provides collective titles for certain groups of Acts.

SIAM.

Consular Courts.

See COLONIAL COURT OF ADMIRALTY.

SIDE CHAPEL.

See ECCLESIASTICAL LAW—Faculty. 15.

SIERRA LEONE.

— Appeals from.

See JUDICIAL COMMITTEE—Practice.

— Territories adjacent to.

See FOREIGN JURISDICTION.

SIGN OF THE CROSS.

— Illegality.

See ECCLESIASTICAL LAW—Ritual. 9.

SIGNATURE.

— Agreement as to costs.

See SOLICITOR—BILL OF COSTS—Remuneration Act. 1.

— of memorandum of Company.

See COMPANY—MEMORANDUM—Signature.

— Notice of claim or objection.

See PARLIAMENTARY, &c., REGISTRATION—Claim. 16, 17; Objection. 4, 5.

— Position of in will:

See PROBATE—EXECUTION OF WILL. 5.

— Solicitor's clerk signing particulars.

See COUNTY COURT—Costs. 6.

— Statute of Frauds—Sufficiency.

See FRAUDS, STATUTE OF. 8, 12, 13.

— Witness to will, will signed in absence of.

See PROBATE—EXECUTION OF WILL. 7.

SILENCE.

— how far Evidence of an admission.

See EVIDENCE. 3.

SILENCE—*continued.*

— as to Material fact.

See **SPECIFIC PERFORMANCE**. 2.**"SIMILAR BUSINESS."**See **RESTRAINT OF TRADE**—Covenants in Restraint. 6**SITE.**

— of Church.

See **CHURCH**.**SKYLIGHT.**See **LIGHT (EASEMENT OF)**. 11.**SLANDER.**See **DEFAMATION**—SLANDER.

— Actions for—Misjoinder of plaintiffs.

See **PRACTICE**—JOINDER OF CAUSES OF ACTION. 2.

— Striking out pleadings.

See **PRACTICE**—PARTICULARS. 6.**SLANDER OF GOODS.**See **DEFAMATION**—LIBEL. 24, 25.**SLAUGHTER-HOUSE.**See **RESTRAINT OF TRADE**—Covenants in Restraint. 5.**SLEEPING PARTNER.**See **BILL OF SALE**—STATUTORY FORM—Address and Description. 3.**SLEEVE.**

— Pattern of.

See **COPYRIGHT**—Book. 4.**SLIGO.**See **SHIP**—PILOTAGE—Bye-laws.**SMALL HOLDINGS.**By the *Small Holdings Act, 1892* (55 & 56 Vict. c. 31), the acquisition of small holdings was facilitated.Rules dated Aug. 9, 1892. "*The Land Registry (Small Holdings) Rules, 1892.*" St. R. & O., 1892, p. 540. [1892] W. N. (Appx. of O. & R.), p. 29. St. O. P. Price 2d.

Suggestions as to registration under the Act, dated Aug. 1892. [1892] W. N. (Appx. of O. & R.) 33.

SMALL-POX HOSPITAL.

— Anticipated nuisance—Evidence.

See **PRACTICE**—INJUNCTION. 27.

— Right to establish outside district without consent.

See **NUISANCE**—What amounts to. 3.**SMELL.**

— Nuisance from.

See **NUISANCES**—What amounts to. 3.**SNOW.**

— Non-removal of.

See **LONDON COUNTY**—NUISANCES AND SANITATION. 4.**SOLICITOR.**

Articled clerk, col. 836.

Bill of Costs, col. 836.

Liability, col. 846.

Lien, col. 849.

Misconduct, col. 851.

Privilege, col. 852.

Retainer, col. 853.

Unqualified Person, col. 853.

SOLICITOR—*continued.*By s. 4 of the *Supreme Court of Judicature (Procedure) Act, 1894* (57 & 58 Vict. c. 16), the President of the Incorporated Law Society was made a member of the Rule Committee of the Supreme Court.**SOLICITOR—ARTICLED CLERK.**By the *Solicitors Act, 1894* (57 & 58 Vict. c. 9), power of exempting from the intermediate examination persons who have taken degrees in law was conferred on the society.

Covenant not to act for clients of master's firm.]

A covenant by an articulated clerk not to act, for a certain time after the expiration of his articles, on behalf of any person who was a client of the firm during his articles, is broken by the clerk acting as agent for country solicitors for whom the firm had acted as agents during the prescribed period. *REID v. BURROWS* - North J. [1892] 2 Ch. 413**SOLICITOR—BILL OF COSTS.**

(a.) General.

1. — *Agency—Common partner—Close copies—Term fees.*] Where a London firm of solicitors act as agents for a country firm and there is a partner common to both firms, it is the settled practice not to allow agency fees on taxation. In such a case, close copies and term fees cannot be allowed, and as regards close copies the rule in *Sch. N. to O. LXV. of the R. S. C., 1883*, does not give the taxing master a discretion to allow them, for the rule only applies in cases of agency. In *re BOBROUGH COMMERCIAL AND BUILDING SOCIETY* (No. 2) - C. A. affirm. *V. Williams J.* [1894] 1 Ch. 2992. — *Agreement as to costs.*] An agreement fixing the amount to be paid as costs must not only be fair (i.e., understood by the client) but also reasonable, i.e., in amount, having regard to the work done, or it may be set aside under s. 9 of the *Solicitors Act, 1870*. In *re STUART. Ex parte CATHCART* - C. A. [1893] 2 Q. B. 2013. — *Agreement in writing—Defence at police court or sessions.*] A document purporting to be an agreement as to the payment of costs may be an "agreement in writing" within s. 4 of the Act of 1870, notwithstanding that it is signed by the client alone. Costs relating to business done in the court of a police magistrate, or at quarter sessions, are subject to taxation in the usual way; and an agreement as to the amount of such costs may be examined into, and if necessary set aside by a judge of the Chancery Division. The expression "the Court" or "a judge" in ss. 8 and 10 of the Act of 1870 do not include a court of quarter sessions, or a police magistrate's court, or the justices constituting such Courts, but refer to Courts in which actions at law or suits in equity can be brought, and to judges who have power to try such actions or suits. In *re JONES* [Stirling J. [1895] 2 Ch. 719;

[affirm. by C. A. [1895] W. N. 157 (9)

4. — *Bankruptcy of client.*] (A) A solicitor held to be entitled as against the trustee to retain a sum which he had received under an agreement to defend a person on a crim. charge, the agreement and the receipt of the money being before, but the services rendered after, his knowledge of

SOLICITOR—BILL OF COSTS—(a.) General—continued.

an act of bankruptcy by that person. *In re CHARLWOOD. Ex parte MASTERS*

[Div. Ct. [1894] 1 Q. B. 643]

(b) Solicitors ordered to pay over to the trustee in bankruptcy a sum handed to them before the bankruptcy of the debtors for defending them on a crim. charge. *In re BEYTS AND CRAIG. Ex parte COOPER* V. Williams J. [1894] W. N. 56

(c) A client who owed money to his solicitor deposited a sum of money with him to meet future costs. Before this sum was spent the client committed an act of bankruptcy, and was afterwards made bankrupt:—*Held*, that the trustee's title related back to the act of bankruptcy, and he was entitled to all the unspent deposit; that the unspent money could not be set off against the client's debt, as the money was deposited for a specific purpose; and that there had not been mutual credits within s. 38 of the Bankruptcy Act, 1883, since one sum was due by the solicitor to the trustee, and the other was due to the solicitor from the bankrupt. *In re POLLITT. Ex parte MINOR* Div. Ct. [1893] 1 Q. B. 175; [affirm. C. A. [1893] 1 Q. B. 456]

(d) On Aug. 15, 1892, a firm sent out a circular stating "circumstances have placed us in financial difficulties, which makes it desirable for us to consult with our creditors." "We are having our books examined, and a statement prepared by Messrs. F., chartered accountants, and as soon as this is complete, we propose writing you to a meeting of our creditors." On Sept. 7 the firm admittedly committed an act of bankruptcy. On Sept. 17 a receiving order was made against the firm. Between Aug. 15 and Sept. 14, Messrs. F. collected money for the bankrupts, out of which they made payments to themselves for preparing the statement and to the solicitors for costs:—*Held*, that the circular of Aug. 15 was an act of bankruptcy, and that if an allowance was made to Messrs. F. and the solicitors, it must be only for services which had clearly benefited the creditors. *In re SIMONSON. Ex parte BALL*

[V. Williams J. [1894] 1 Q. B. 433]

See BANKRUPTCY—ACT OF BANKRUPTCY; Circular to Creditors. 3.

5. — *Champerly and maintenance—Taxation—Right of client to tax.* Money was subscribed by strangers for maintenance of litigation to be repaid out of the property if recovered; large sums were paid to the solicitor. The litigation was unsuccessful:—*Held*, that the solicitor could not resist taxation of his costs, and an account of money received, on the ground that the employment for which he was retained and for which the money was paid, was illegal. *In re THOMAS. JAQUESS v. THOMAS* - C. A. affirm. Div. Ct. [1894] 1 Q. B. 747

6. — *County Court actions—Signature of particulars.* The provision of County Court Rules, 1889, O. XXVII., r. 4, Sch. "Costs," requiring particulars and copies to be signed by the solicitor in order that he may claim costs, is satisfied if the particulars be signed by the solicitor's clerk. *FRANCE v. DUTTON* Div. Ct. [1891] 2 Q. B. 208

SOLICITOR—BILL OF COSTS—(a.) General—continued.

7. — *Delivery of bill—Payment.* A client employed a solicitor to transact certain contentious and non-contentious business, and deposited with him a sum to cover the costs. After the business was done and before a bill was delivered, the solicitor and client verbally agreed the costs at a lump sum, and they were retained out of the deposited money. The client became bankrupt, and his trustee applied for delivery of a bill of costs:—*Held*, that the retainer by the solicitors of the agreed sum out of moneys recovered did not amount to payment of costs so as to preclude the necessity for delivering a bill of costs. *In re WEST, KING, & ADAMS. Ex parte CLOUGH* - Div. Ct. [1892] 2 Q. B. 102

8. — *District registrar's powers.* A registrar of the District Registry of Liverpool or Manchester has no jurisdiction to make a common order for taxation of a bill of costs on an originating petition of course. *In re POBRETT*

[C. A. revers. Kekewich J. [1891] 2 Ch. 433]

9. — *Enforcing payment.* A common order to tax not containing any direction for payment of the amount found due from the client on taxation was obtained by a solicitor:—*Held*, that payment could not be enforced by summons, but that an action must be brought. *In re DEBENHAM & WALKER* - North J. [1895] 3 Ch. 430

10. — *Hasty litigation.* Where there was unreasonable haste in commencing litigation against trustees who refused information as to the investments of a trust fund, an order was made under O. LXV., r. 11, that the solicitor should be disallowed his costs as against his client. *In re DARTNALL. SAWYER v. GODDARD*

[C. A. affirm. North J. [1895] 1 Ch. 474]

— *Non-payment of balance to client—Remedy.* See SOLICITOR—MISCONDUCT. 4.

11. — *"Profit derived from transaction arising out of the bankruptcy"—Sanction of Court—Solicitor to trustee.* The sanction of the Court under r. 317 of the Bankruptcy Rules, 1886, cannot be given after the profit has been derived, but must be obtained before the business (e.g., that of the solicitor to the trustee in the bankruptcy) from which the profit is to be derived is undertaken. The "profit derived" by a solicitor is the amount of his costs, less his disbursements out of pocket in the particular matter, and no allowance can be made to him in respect of his general office expenses. *Per Lord Esher M.R.*: When one of the members of a committee of inspection is the managing clerk of a solicitor, though it is not a breach of the rule to appoint that solicitor to be solicitor to the trustee in the bankruptcy, yet on general principles such an appointment would be improper, and would be set aside by the Court. *In re GALLARD. Ex parte GALLARD*

[C. A. revers. V. Williams J. [1895] W. N. 146 (1)]

12. — *Solicitor mortgagee—Profit costs—Redemption action.* A solicitor mortgagee who defends a redemption action for himself is only entitled to costs out of pocket. The objection to the allowance to him of profit costs need not be taken at the hearing, but may be made before

SOLICITOR—BILL OF COSTS—(a.) General—continued.

the taxing master after judgment in the usual form containing the common order to tax. *STONE v. LICKORISH* - *Stirling J.* [1891] 2 Ch. 363

13. — *Solicitor mortgagee—Profit costs.* A solicitor mortgagee is not entitled to profit costs whether the business is undertaken by the solicitor on behalf of himself solely or on behalf of himself jointly with some one else. *In re DOODY. FISHER v. DOODY. HIBBERT v. LLOYD* *Stirling J.* [affirm. by C. A. [1893] 1 Ch. 129

But his partners, if any, are entitled to a share of such profit costs proportionate to their interest in the partnership.

(A) *In re DOODY. FISHER v. DOODY* [Stirling J. [1893] 1 Ch. 129
[This point did not come before the C. A.]

(B) *WELLBY v. STILL* (No. 2) - *Kekewich J.* [[1893] W. N. 91

14. — *Solicitor mortgagee—Profit costs.* Where a bill for costs of a mortgagee is sent in by a firm of which the mortgagee is a member he may shew that by arrangement between himself and his partners he is not to be entitled to any share of profit costs. *In re ROLLIT & SONS* [Kekewich J. [1893] W. N. 195

15. — *Solicitor mortgagee—Profit costs—Partnership.* A solicitor mortgagee cannot, in the absence of express agreement, charge the mortgagor with any profit costs, either in respect of work done in connection with the mortgaged estate as solicitor to the mortgagor, or of collecting, &c., the income for the mortgagor where the mortgage is of a life interest; but *semble*, a partner of the solicitor mortgagee may receive remuneration for his trouble. A covenant in a mortgage of a life estate to a solicitor mortgagee for payment "of every other sum of money which may hereafter be advanced or paid by the mortgagee to or on account of or become owing to the mortgagee by the mortgagor," does not include profit costs either as solicitor to the mortgagor or as his agent for collecting, &c., the income. For such a covenant is as to profit costs void as clogging the equity of redemption. The Court will allow the mortgagor to surcharge and falsify settled accounts so far as regards such costs, unless the mortgagee can prove that the mortgagor was fully acquainted with his legal rights as to such costs. *EYRE v. WYNN-MACKENZIE* (No. 1)

[Kekewich J. [1894] 1 Ch. 218

16. — *Solicitor mortgagee—Profit costs.* Though the law as to costs of solicitor mortgagees has been altered by the Mortgagees Legal Costs Act, 1895, s. 3, and though that s. is retrospective, it does not affect judgments of the Court, which were right at the time they were given. *EYRE v. WYNN-MACKENZIE* (No. 2)

[C. A. [1895] W. N. 161 (7)

[But see now *Mortgagees Legal Costs Act*, 1895 (58 & 59 Vict. c. 25), s. 2.]

17. — *Solicitor trustee—Charge for professional services and trouble.* A clause held to entitle a solicitor trustee to charge for his trouble as well as for solicitor's business. In the absence of special powers in the will trustees cannot settle

SOLICITOR—BILL OF COSTS—(a.) General—continued.

the amount payable out of the estate to one of themselves, so as to bind the *cestui que trust* and preclude them from investigating the accounts.

In re FISH. BENNETT v. BENNETT
[C. A. varying *Wright J.* [1893] 2 Ch. 413

18. — *Solicitor trustee—Professional charges—Opening settled account.* S. & S., a firm of solicitors, were trustees and exors. of a will, under which they were authorized to charge for professional services. They sent an account to the five residuary legatees, and stated that if the legatees would call at their office they would give any explanation they might require. Two items of the account were "to S. & Co. for costs relating to obtaining probate," and "paid S. & S. costs relating to executorship and counsels' fees and payments made by them." S. & S. did not inform the legatees that they were entitled to have a bill of costs delivered, and to have it taxed. The legatees signed a memorandum at the foot of the account, "we have examined and approve of the foregoing account," and executed a release discharging the exors. Nine years after, three of the residuary legatees brought an action to declare the release not binding, and to have a bill of costs delivered and taxed:—*Held*, that, although it was the duty of S. & S. to have informed the legatees that they had a right to have a bill of costs, and to have it taxed, the omission to do so was not a sufficient ground to open a settled account; in order to do so it was necessary to shew that injustice would be done by allowing the account to stand; that excessive charges would be a ground for re-opening; but that no error either of omission or charge having been shewn the action had been rightly dismissed. *In re WEBB. LAMBERT v. STILL*

[C. A. affirm. *Romer J.* [1894] 1 Ch. 73

19. — *Solicitor trustee—Rendering account of profit costs on summons.* Under an order made on further consideration in an administration action costs were paid to solicitors in the action. They paid over half the profit costs to a solicitor trustee, one of the debtors in the action:—*Held*, that there was no jurisdiction on summons in the action to order the debt. trustee to pay into Court the amount of profit costs paid him. *In re THORPE. VIFONT v. RADCLIFFE* North J. [1891] 2 Ch. 360

20. — *Taxation—After payment—Special circumstances.* (A) There is no rigid rule as to what kind of special circumstances will justify the taxation of a solicitor's bill of costs after payment. The matter in every case is in the discretion of the judge; with this discretion the C. A. will not readily interfere. *In re CHEESMAN* [C. A. affirm. *Kekewich J.* [1891] 2 Ch. 289

(B) Solicitors kept a running account with a client crediting him with moneys received and debiting him with disbursements and costs for professional business. No bills were delivered, but the accounts were periodically balanced and signed by the client as settled and approved. The last was in 1886. In 1890 the client sued for an account and the solicitors then delivered a bill of costs. There was no evidence of fraud or pressure and no gross overcharge. At the trial

SOLICITOR—BILL OF COSTS—(a.) General—continued.

the client dropped his claim for an account but claimed as of right an order for taxation:—*Held*, that the payments made on account were referable to the bill delivered, and that there were no special circumstances entitling to an order to tax. *HITCHCOCK v. STRETTON* Stirling J. [1892] 3 Ch. 343

21. — *Taxation—Agreement in writing—Signature—Payment.* B. obtained judgment in an action, the debts. appealed. T., B.'s solicitor, settled the action on the terms that debts. should pay £210 damages, and £120 for costs. T. explained this to B. and paid B. the £210. B. then signed this document, "Received from T. the sum of £210 being the amount of damages received, &c. . . . I hereby agree to allow the sum paid by me on account of costs as an equivalent to the abatement he has made to the debts." This sum was £55 16s. T. delivered to B. a cash account crediting £330, and £55 16s., and debiting £210 and £175 16s. agreed costs:—*Held*, that this document was an agreement in writing within s. 4 of the Attorneys and Solicitors Act, 1870, and that the transaction amounted to payment between solicitor and client within 6 & 7 Vict. c. 73, s. 41. *In re THOMPSON. Ex parte BAYLIS* [Div. Ct. [1894] 1 Q. B. 462

22. — *Taxation—Agreement in writing—Defences at police court or sessions.* A document purporting to be an agreement as to the payment of costs may be an "agreement in writing" within s. 4 of the Solicitors Act, 1870, notwithstanding that it is signed by the client alone. Costs relating to business done in the court of a police magistrate, or at quarter sessions, are subject to taxation in the usual way; and an agreement as to the amount of such costs may be examined into, and if necessary set aside by a judge of the Ch. Div. The expression "the Court or a judge" in ss. 8 and 10 of the Act of 1870 does not include a court of quarter sessions, or a police magistrate's court, but refers to courts in which actions at law or suits in equity could be brought, and judges who have power to try such actions or suits. *In re JONES—Stirling J.* [1895] 2 Ch. 719; *affirm. by C. A.* [1895] W. N. 157 (9)

23. — *Taxation—Common order to tax abortive—Second order.* A client obtained as of course an order to tax two bills of costs. The taxing master found that one of these was not a bill of costs, and that he could not tax one bill on an order to tax two, and further, that the time for him to make his certificate having elapsed without his having enlarged it the order had become inoperative, and that he had no jurisdiction to order the client to pay the costs of the proceedings. The client obtained a second order as of course to tax the remaining bill without mentioning the first order:—*Held*, that the order had been irregularly obtained, that a special application should have been made in the second instance, which would have been granted on terms of the client paying the costs of the first order. To avoid expense the taxing master was directed to proceed on the existing order, and to tax the costs of the first order and of the motion,

SOLICITOR—BILL OF COSTS—(a.) General—continued.

and to bring these costs into account. *In re TAYLOR, SONS, & TARBURK*

[North J. [1894] 1 Ch. 503

24. — *Common order—Suppression of material facts—Second order.* A client having obtained one common order to tax, which lapsed, afterwards obtained a second order, without mentioning the first order, or the fact that he was bringing an action against the solicitor to recover moneys received by the solicitor for the client's use:—*Held*, that the order was irregular. Order varied instead of being set aside. *In re WEBSTER*

[North J. [1891] 2 Ch. 102

25. — *Taxation—Payment by giving negotiable security.* If a client hands his solicitor a negotiable security for the amount of the bill of costs and the solicitor gives a receipt "in settlement," it does not amount to payment, if the security be dishonoured, unless the solicitor proves that such was the intention of the parties and that the client was aware of the effect on his right to taxation. *In re ROMER & HASLAM*

[C. A. [1893] 2 Q. B. 286

26. — *Taxation—Series of bills treated as one.* Where a solicitor is retained to conduct litigation other than an ordinary action at common law, such as a protracted arbitration which may extend over a considerable time, and in which breaks may occur of such a kind as to be equivalent to the conclusion of a definite and distinct part of the proceedings, the solicitor may send in a bill of costs for business up to the occurrence of such breaks and demand payment. Where in such a litigation a series of bills are sent in it is always a question of fact whether they are separate bills or merely statements of account of portions of one entire bill. *In re ROMER & HASLAM* — C. A. [1893] 2 Q. B. 286

27. — *Taxation—Retainer.* Where a client obtained an order to tax ten bills of costs without any reservation of a right to question the retainer as to the whole of any one bill:—*Held*, that the client thereby admitted that something was due on each bill, and could not dispute the retainer as to the whole of any bill, though he could do so as to particular items. *In re FRAPE. Ex parte PERRETT* (No. 2)

[North J. [1894] 2 Ch. 290

28. — *Taxation—Separate retainers.* Where there are a large number of separate retainers to the same solicitor on an application by some of the clients for taxation, an endeavour should be made to secure a taxation at which all parties are present, but if it is found impracticable to communicate with all the parties, the summons should not be dismissed. For the applicants are strictly entitled to taxation without serving anybody except the solicitor. *In re SALAMAN*

[C. A. varying Kekewich J. [1894] 2 Ch. 201

29. — *Taxation—Summons—Petition of course.* As regards the jurisdiction of the Court, an order for taxation can be made on summons or motion or petition. The question is what is the fairest way as between the parties. F., a solicitor, applied by summons for taxation. The client objected that it should have been by petition of

SOLICITOR—BILL OF COSTS—(a.) General—continued.

course; the solicitor offered to bear all extra costs occasioned by the summons. The client denied retainer as to some matters in the bill, and alleging a counter-claim for negligence and *mala fides*:—The Court on the solicitor undertaking not to issue execution without leave of the Court, ordered the taxation to proceed with liberty to the client to question the retainer on any items. *In re FENTON* - **Kekewich J. [1894] W. N. 123**

30. — Taxation—Review—Appeal. A summons for a review of a solicitor's bill of costs is a "matter of practice and procedure" within s. 1, sub-s. 4 of the Judicature (Procedure) Act, 1894, and an appeal from the judge in chambers lies to C. A., and not to Div. Ct. *In re ODDY*

[C. A. [1895] 1 Q. B. 392]

31. — Withdrawal of first bill. A solicitor cannot withdraw a bill which he has delivered, and, on his being warned of an intention to tax, substitute a bill which he thinks he can maintain with a better chance of success, and the first bill is the one which should be taxed. *Semble*, that in such a case a special and not a common order for taxation ought to be obtained. *In re WOOD*

[Kekewich J. [1891] W. N. 203]

(b.) Remuneration Act and Order.

1. — Agreement as to costs—Signature, sufficiency of—Payment in account. An agreement allowing a fixed sum for costs is a good agreement under s. 8 of the Solicitors Remuneration Act, 1881, if it be signed by the client only. To impeach such an agreement as unfair or unreasonable it is not necessary to bring an action to set it aside, nor to have obtained a previous order for taxation, but on a summons for taxation such an agreement may be referred to the taxing master to certify whether it be fair and reasonable. *Per North J.*, (1) a payment on settlement of a general account is not such a payment of particular bills of costs as to avoid subsequent taxation; (2) the written name of a solicitor in the heading of an account made out by his clerk does not amount to signature by the solicitor. *In re FRAPE. Ex parte PERRETT* (No. 1)

[North J. varied by C. A. [1893] 2 Ch. 284]

And see above, General. 2.

2. — Agreement as to costs—Setting aside—Procedure. An application under s. 8 of the Solicitors Act, 1870, that an agreement as to costs may be set aside, may be made at chambers upon a summons. *In re HOWELL THOMAS*

[Div. Ct. [1893] 1 Q. B. 670]

3. — Attendance — "Extraordinary case" — Reducing fees — "Document." Under Sch. II. of the Solicitors Remuneration Act, 1881, the taxing master has discretion in a case which is not an "ordinary" one, i.e., which is more or less difficult than an average case, to increase or diminish the fee for attendance. The discretion must be exercised for "special reasons," but the taxing master need not state them till his decision is impeached. *Per North J.*, an attendance by a solicitor or his clerk for a merely formal purpose, such as delivering briefs or papers at counsel's chambers, is not an attendance within Sch. II., and the practice of the taxing master to

SOLICITOR—BILL OF COSTS—(b.) Remuneration Act and Order—continued.

allow only 3s. 4d. is correct. *Per North J.*, a case for opinion of counsel is a "document" within Sch. II. *In re MAHON*

[North J. affirm. by C. A. [1893] 1 Ch. 507]

4. — Conducting sale by auction. (A) The vendor's solicitor will be allowed under Sch. I. of the general order of 1882 for conducting a sale by auction only the scale fee on the aggregate realized, even where the property is sold in lots, though the lots be held under different titles and sold to different purchasers. *In re ONWARD BUILDING SOCIETY* (No. 2) - Div. Ct. [1893]

[1 Q. B. 16]

(b) *Conducting sale by auction.* Where the purchaser pays the auctioneer's charge under a condition of sale, the scale for vendors' solicitor's fees for conducting sale by auction does not apply. If the solicitor himself pays the auctioneer's charge the scale does apply. *CHOLITCH v. JONES* - North J. [1895] W. N. 147 (8)

5. — Conducting sale by auction—Auctioneer's commission. Solicitors conducted all the business of a sale by auction except taking the bids. As they had not a licence, an auctioneer presided at the sale and took the biddings, for which he was paid a fee of £2 per lot sold and £1 per lot unsold:—*Held*, that this was a commission within r. 11 of Sch. I., Pt. I., of the General Order of 1882, and that the solicitors were not entitled to charge the scale fee, but only a *quantum meruit*. *DRIELSMAN v. MANIFOLD*

[C. A. affirm. V.-C. (Lancaster) [1894] 3 Ch. 100]

6. — Debenture trust deed—Non-issue of debentures—"Completed mortgage." A trust or covering deed was executed by a limited co. to trustees in the usual form for securing debentures intended to be issued to a certain amount; but the debentures were never issued, and the deed therefore became inoperative:—*Held*, that the covering deed so executed was not a completed mortgage within rule 2 (a) and Part I. of Sch. I. to the General Order under the Solicitors Remuneration Act, 1881, and therefore that the solicitor to the trustees was not entitled to charge a scale fee for "preparing and completing mortgage" under that rule.—Whether, if the deed had become operative by the issue of the debentures, it would have been a "mortgage" within the rule, *quære*.—Whether a mortgage for future advances is a completed mortgage within the rule, *quære*. *In re BISHAM*

[C. A. revers. Kekewich J. [1895] 2 Ch. 786]

7. — "Deducing" title—Mortgage of leaseholds. Mere production of a deed is not deduction of a title.

A solicitor acting for a mortgagor of leaseholds who only produces the leases cannot be said to "deduce" title under Sch. I., Pt. I., of the General Order of 1882, and is not entitled to the scale fee. *WELBY v. STILL* (No. 3)

[Kekewich J. [1894] 3 Ch. 641]

8. — Investigation of title—New mortgage or further charge. A tenant for life owed, *inter alia*, £192,000 to an insurance co. By a private Act the trustees were empowered to raise moneys to pay the debts of the tenant for life. They

SOLICITOR—BILL OF COSTS—(b.) Remuneration Act and Order—continued.

borrowed £232,000 of the co. The co. retained enough to pay their debt, and handed the balance to the trustees:—*Held*, that the solicitors were entitled to regard the transaction as a new mortgage of £232,000 requiring a fresh investigation of title, and not as a further charge within r. 10 of Sch. I., Pt. I., of the General Order of 1882, of £40,000 on an old mortgage, the title to which had already been investigated, and were entitled to the scale fee on a mortgage for £232,000. *EARL OF AYLESFORD v. EARL POULETT* (No. 1)

[C. A. *revers*. North J. [1891] 2 Ch. 248

9. — “*Lease*” or agreement for lease—*Tenancy agreement for not more than three years—Counterpart.*] In the absence of a prior written agreement, costs must be taxed according to scale where the scale applies, notwithstanding that an item bill has been delivered. The delivery of an item bill does not preclude a solicitor from consenting to have his bill taxed according to scale. An agreement for three years under hand which operates as a present demise is a “lease” within Sch. I., Pt. II., of the General Order of 1882, and the scale fee applies, although an item bill had been previously delivered. The scale fee also applies to a document on which the parties intend to rely, without having a formal lease executed. In estimating costs payable by the lessee to the lessor’s solicitor, the cost of the counterpart must be deducted from the scale fee. *In re NEAUS* - - *Chitty J.* [1895] 1 Ch. 78

10. — *Leave—Agreement for lease.*] The scale fee to be paid under Sch. I., Pt. II., of the General Order of 1882 to a lessor’s solicitor for “preparing, settling, and completing lease and counterpart,” includes the solicitor’s remuneration in respect of negotiations which lead up to, and the preparation of the agreement which precedes, the lease, and the solicitor cannot make a further charge for those negotiations or for preparing the agreement. *SAVERY v. ENFIELD LOCAL BOARD*

[H. L. (E.) [1893] A. C. 218

11. — *Lease—Printed form.*] Leases following a general printed form and requiring in each case only to be filled in with the names of the parties, the parcels, a plan, the rent, and so forth, are not subject to the scale charges in Pt. II. of Sch. I. of the General Order of 1882. *WELBY v. STILL* (No. 4) - *Kekewich J.* [1895] 1 Ch. 524

12. — *Negotiation fee—Sale under direction of Court.*] A solicitor negotiated a sale by private contract, subject, as was necessary, to the sanction of the Court. Before applying to the Court the solicitor obtained sworn valuations from two valuers. The Court sanctioned the arrangement without alteration. The solicitor claimed both the “negotiating” scale fee and return of the fees paid to valuers:—*Held*, that he had negotiated the sale within r. 11 in Sch. I., Pt. I., of the General Order of 1882, and that the sworn valuations were not part of the negotiations, but necessary for obtaining the approval of the Court to the sale, and that he was entitled both to the scale fee and to return of the fees paid to the valuers. *In re MACGOWAN. MACGOWAN v. MURRAY* C. A. *revers*. Kay J. [1891] 1 Ch. 105

SOLICITOR—BILL OF COSTS—(b.) Remuneration Act and Order—continued.

13. — *Negotiation fee.*] A surveyor was employed as a general agent in developing a building estate, his remuneration being a percentage on all sales, &c., effected during his agency. The surveyor being ill, the owner’s solicitor conducted the negotiations for a purchase, the surveyor assisting:—*Held*, that as the surveyor had received a commission in respect of his part in the negotiations within r. 11 in Sch. I., Pt. I., of the General Order of 1882, the solicitor was not entitled to the scale fee for negotiation. *In re WITHELL C. A. affirm*. North J. [1891] 3 Ch. 8

14. — *Purchase and sub-sale—Completing conveyance—Plan.*] The purchasers’ solicitor, in the case of a sale of land and sub-sale of part being carried out by means of two conveyances, and conveying directly to the sub-purchaser, is entitled to the scale fee for purchase on the whole, and for sale on the part sub-sold. A charge for a copy of an existing plan is covered by the scale fee. *In re READ* *Kekewich J.* [1894] 3 Ch. 238

15. — *Purchase under Public Health Act, 1875.*] Where a purchase of land was made under the Public Health Act, 1875 (which incorporates the Lands Clauses Acts as to voluntary taking of lands), and was entirely voluntary, and where there was no notice to treat, and all costs were to be paid by the purchasers:—*Held*, that r. 11 of Sch. I., Pt. I., of the General Order of 1882 applied, and that the scale was excluded. *In re BURDEKIN*

[C. A. *affirm*. *Kekewich J.* [1895] 2 Ch. 136

16. — *Sale of advowson in gross—Freehold property.*] An advowson in gross, although an incorporeal hereditament, is freehold property within Sch. I., Pt. I., of the General Order under the Solicitors Remuneration Act, 1881, and on a sale the scale fee applies. *In re EARNSEAW-WALL*

[*Chitty J.* [1894] 3 Ch. 156

SOLICITOR—LIABILITY.**1. — Attachment.]**

(A) An action will lie by virtue of O. XLII., r. 24, upon an order made by the Court, by which a solicitor is ordered to pay the costs of the proceedings upon an application to strike him off the rolls, notwithstanding the fact that an unsuccessful application has been made to attach him for disobedience of the order. *GODFREY v. GEORGE*

[C. A. [1895] W. N. 152 (8)

(B) An order for the taxation of a solicitor’s bill directed that, in case it should appear that the bill was overpaid, the solicitor should, within four days after service of the order and of the taxing master’s certificate, repay to the client the amount certified to be overpaid. The taxing master found that the bill had been overpaid. By a subsequent order it was directed that the solicitor should pay the taxed costs of the taxation of the bill:—*Held*, that the costs of the taxation, as well as the amount found due from the solicitor upon the taxation, were within the exception of sub-a. 4 of s. 4 of the Debtors Act, 1869, as being due from him “in his character of an officer of the Court,” and that he could be attached for his default in payment of both. *In re A SOLICITOR* (No. 3) North J. [1895] 2 Ch. 66

SOLICITOR—LIABILITY—continued.

(c) After a writ of attachment had been issued at the instance of clients against a solicitor, for his non-payment of a sum of £78 which he had been ordered to pay, the clients, at the request of the solicitor, agreed to suspend proceedings under the writ for fourteen days, upon the solicitor paying £25 on account. This was done, but the solicitor did not make any further payment within the extended time, and he was arrested. Upon a motion by the solicitor for his discharge from custody:—*Held*, that, by giving time and accepting part payment, the clients had not waived their right to enforce the writ of attachment. *In re FEREDAY* - North J.

[1896] 2 Ch. 437

2. — *Costs of appeal.* The solicitor of an appellant will be ordered to indemnify his client against the costs of the appeal, if the appeal was prosecuted not in the interests of the client, but for the purposes of the solicitor. *HARBIN v. MASTERMAN* (No. 2) - C. A. [1895] W. N. 160

3. — *Omission to give notice—Absence of material witness.* Where solicitors omit to give notice that the deft. who was a material witness, and who had for some time been seriously ill, would not be able to attend, *held*, that they could be ordered personally to pay the costs of the day either under O. LXV., r. 11, or under the general jurisdiction of the Court over solicitors. *SHORTER v. TOD-HEATLY* - Kekewich J. [1894] W. N. 21

4. — *Payment of statute-barred debt.* In an administration action a claim against the estate was adjudged to be statute-barred. Subsequently an exor. without the consent of his co-exor. paid it on the advice and through the hands of a solicitor:—*Held*, that the solicitor was liable to repay the amount to the estate. *MIDDLELEY v. MIDDLELEY* C. A. affirm. *Bomer J.* [1893] 3 Ch. 232

5. — *Misrepresentation of co-partner—Misappropriation of client's moneys.* The plff. deposited sums of money at various times with a firm of solicitors for investment. The moneys were embezzled by a clerk, but representations were made on behalf of the firm that the investments had been made and interest was paid:—*Held* (1), that an innocent partner was bound by the misrepresentations of the firm which prevented the client from discovering the misappropriation until many years after the misappropriation occurred; (2) that the Trustee Act, 1888, did not apply so as to enable the innocent partner to plead the Statute of Limitations as a bar to the action; (3) that the client could prove against the separate estates of the partners in case the joint estate was insufficient. *MOORE v. KNIGHT* [Stirling J. [1891] 1 Ch. 547

6. — *Scope of partnership—Negligent investment—Implied retainer.* Funds subject to the trusts of a settlement were invested on inadequate security by one of a firm of solicitors and a trustee who received payment of costs for the transaction. The trustees were held jointly and severally liable for the loss sustained. The firm was then sued for negligence:—*Held*, (1) that S. had acted within the scope of his authority as partner and therefore was liable; (2) that the judgment against S. as trustee did not discharge

SOLICITOR—LIABILITY—continued.

the firm from liability; (3) that an implied retainer of the firm by the trustees was proved; (4) that the liability of the firm extended to the estate of a deceased partner. *BLYTH v. FLADGATE. MORGAN v. BLYTH. SMITH v. BLYTH* [Stirling J. [1891] 1 Ch. 337

7. — *Scope of partnership—Deposit of securities to bearer.* A. applied to B., a member of a firm of solicitors, to obtain a loan on mortgage of land. B. obtained the mortgage from clients of his firm, but falsely told A. that the mortgagees required collateral security, and obtained securities to bearer from B. On previous occasions A. had deposited security with B.'s firm to secure loans. The firm was in the habit of holding securities to bearer for their clients:—*Held*, that it was within the scope of B.'s apparent authority to take custody of the securities, and that his partners were liable for a misappropriation by him of the securities. *RHODES v. MOULDS* [C. A. revers. *Kekewich J.* [1895] 1 Ch. 236

8. — *Scope of partnership—Trustee de son tort.* Where H., one of a firm of solicitors, dealt with a trust fund during a change of trustees without communicating with the trustees, *held*, on the evidence, that he must be taken to have acted for the firm, and that his partner was jointly and severally liable with him. *MARA v. BROWN* - North J. [1895] 3 Ch. 69

The C. A., in reversing this decision, *held* that H. was not a constructive trustee or a participator in the improper investments which constituted the breach of trust. [1895] W. N. 162 (13)

9. — *Suppression of material facts—Ex parte injunction.* A solicitor obtained an *ex parte* injunction giving the usual undertaking in damages. The undertaking was valueless, there being a receiving order against the client at the instance of the solicitor himself, but the Court was not informed of the fact:—*Held*, that the solicitor had committed a serious error of judgment for which he was personally liable both in damages and costs. *SCHMITTEN v. FAULKS* [Chitty J. [1893] W. N. 64

10. — *Trustee de son tort—Mortgage—Insufficient security.* Trust money was advanced on security of a mortgage which turned out to be insufficient, and the same solicitor acted for both parties, the facts of his having been employed to carry out the transaction, and of the money having passed through his bank:—*Held*, not to make him liable for the insufficiency of the security. *BRINDEN v. WILLIAMS* [North J. [1894] 3 Ch. 185

And see No. 8 above.

11. — *Trustee—Solicitor not on record.* A solicitor trustee introduced some trust business to a London firm on the terms that he should receive a commission. The London firm acted as solicitors for the trust in certain actions, and paid the solicitor trustee his commission on the profit costs:—*Held*, that as the solicitor trustee was not the solicitor on the record, this commission was profit made directly or indirectly through his office of trustee for which he was accountable to the trust estate. *VIPONT v. BUTLER* [Chitty J. [1893] W. N. 64

SOLICITOR—LIABILITY—continued.

12. — *Undertaking—Enforcement—Terms of stay of execution.*] Where an order is made for stay of execution pending appeal, the applicant to pay the taxed costs of the successful party to his solicitor on his personal undertaking to repay them should the appeal be successful, the undertaking may be enforced by the Court in a summary manner, although the Court to which the appeal was had stayed execution pending a further appeal. *SWINY v. HARLAND*

[C. A. [1894] 1 Q. B. 707]

SOLICITOR—LIEN.

1. — *Change of solicitors—Partition action.*] On change of solicitors in a partition action, the Court followed the rule applicable to administration actions, and ordered transfer to the new solicitors of all documents come to the old solicitors' hands since the commencement, and for the purposes of the action the transfer to be subject to the lien of any of the old solicitors. *BODEN v. HENSLEY* — — *North J.* [1892] 1 Ch. 101

2. — *Charging order—Assignee of solicitor.*] The assignee of a solicitor is entitled, under s. 28 of the Solicitors Act, 1860, to a charging order for costs on property recovered by the solicitor. *BRISCOE v. BRISCOE* — — *Kekewich J.* [1892] 3 Ch. 543

3. — *Charging order—Assignment of judgment debt—“Purchaser for value without notice.”*] The provision in s. 28 of the Solicitors Act, 1860, avoiding conveyances made to defeat a charging order, “unless made to a *bonâ fide* purchaser for value without notice,” means without notice of the solicitor's right to a lien, and not without notice of the existence of a charging order. B. was solicitor to C., the plff. in an action which was compromised on terms as to payment by instalments, judgment being given for C. C. assigned the money so payable to R. (a witness in the action). It was not proved that R. had express notice of B.'s claim:—*Held*, that R., knowing of the action and of B.'s employment as solicitor, must be taken to have had notice of B.'s right to a lien, and therefore was not a “purchaser for value without notice” within the s., and B. was entitled to a charging order. *COLE v. ELEY* — *Div. Ct.* [1894] 2 Q. B. 180; [affirm. by C. A. [1894] 2 Q. B. 350]

4. — *Charging order—“Property recovered or preserved”—Priority over mortgage.*] A mortgaged his interest in certain property to C. Subsequently he brought an action necessary to maintain his title to the property, and succeeded, the mortgagee not aiding him in any way. A's solicitors now applied for a charging order for their costs of the action as for “property recovered or preserved.” The Court made the charging order, and gave it priority over the mortgage. *SCHOLEY v. PECK*

[*Romer J.* [1893] 1 Ch. 709]

5. — *Charging order—“Property recovered”—Claim and counter-claim.*] Where a deft. pays money into Court with a denial of liability, and the plff. elects to continue the action and does not take the money out:—*Held*, that the money paid into Court is not “property recovered or preserved” within s. 28 of the Solicitors Act,

SOLICITOR—LIEN—continued.

1860, on which the solicitor's lien for costs attaches:—*Held*, also, that claim and counter-claim must be treated as one action for the purpose of determining the solicitor's right to a charging order for his costs, and the sum “recovered” to the balance due to the client on the two accounts. *WESTACOTT v. BEVAN* *Div. Ct.* [1891] 1 Q. B. 774

6. — *Extent of lien—Waiver—Taking security.*] A solicitor's lien only extends to disbursements, such as taxable costs, charges, and expenses which the taxing master can moderate, but does not include ordinary advances on account of income which the solicitor is receiving for the client. The question whether a solicitor waives his lien by taking a security depends on the intention of the parties to be gathered from the circumstances of the case. But *prima facie* where a solicitor takes from his client security for costs without explaining that he intended to reserve his lien the lien is waived.

(A) *In re TAYLOR, STILEMAN & UNDERWOOD*

[C. A. revers. *Stirling J.* [1891] 1 Ch. 590]

(B) *BISSILL v. BRADFORD & DISTRICT TRAMWAYS COMPANY* (No. 2) *C. A.* [1893] W. N. 44

(C) *GROOM v. CHEESEWRIGHT*

[*Kekewich J.* [1895] 1 Ch. 730]

7. — *Marriage settlement—Costs—Trustees.*] A marriage settlement was prepared by the husband's solicitors, a member of whose firm was one of the trustees. The settlement was kept at the solicitors' office. The husband became bankrupt, being indebted to the solicitors for costs, stamps, &c., incurred in relation to the settlement:—*Held*, that the solicitors could not claim a lien on the deed of settlement. *In re LAWRENCE*. *BOWKER v. AUSTIN* — — *Kekewich J.* [1894] 1 Ch. 556

8. — *Partnership.*] A farm was conveyed to C., a member of a firm of solicitors, as trustee for G. The conveyance did not disclose the trust. C. retired from the firm in 1883, but retained the deed and other documents of G. in his possession. C. gave the other documents to a mortgagee of G. G. died, and C. claimed a sum for costs. £100 was allowed, the rest was held to be statute-barred. C. claimed a lien on the deed for the balance. The costs in respect of the purchase of the farm were included in the £100 C. had received:—*Held*, that the respondent had no lien on G.'s deeds in his possession in respect of work done by him as a member of his late firm. *In re GOUGH*. *LLOYD v. GOUGH*

[*North J.* [1894] W. N. 76]

9. — *Priority as between successive solicitors.*] The principle that the solicitor last employed in an action is entitled to a charge for costs under s. 28 of the Solicitors Act, 1860, in priority to his predecessor, is unaffected by *North v. Stewart* (15 App. Cas. 452):—*Semble*, where a receiver of rents has been appointed in an action and a new receiver is afterwards appointed in his place, the solicitor by whom such last-mentioned appointment was obtained is entitled to priority of lien against any rents subsequently received. *In re KNIGHT*. *KNIGHT v. GARDNER*

[*Kekewich J.* [1892] 2 Ch. 368]

SOLICITOR—LIEN—continued.

10. — *Priority over debentures.*] A solicitor's lien prevails over the rights of debenture-holders and their receiver, so long as the debentures continue to be a "floating security" even where the debentures stipulate that the co. should not be at liberty to create any mortgage or charge in priority to the debentures, for such lien is not a charge or not a charge created by the co. but by the general law. *BRUNTON v. ELECTRICAL ENGINEERING CORPORATION*

[*Kekewich J. [1892] 1 Ch. 434*

11. — *Title-deeds held for mortgagee.*] Where the mortgagor has paid to the mortgagee all that is due to him for principal, interest and costs, and the mortgagee has given the mortgagor a release, the mortgagee's solicitor has no right to retain the deeds as against the mortgagor under his lien, for costs for work done relating to the mortgaged property during the mortgage. *In re LLEWELLIN* - *Chitty J. [1891] 3 Ch. 145*

SOLICITOR—MISCONDUCT.

1. — *Borrowing from client without independent advice.*] The committee of the Incorporated Law Society reported a solicitor to have been guilty of professional misconduct in having borrowed large sums of money from a client, who had just come of age:—*Held*, that it was a case for the exercise of the disciplinary powers of the Court. *In re A SOLICITOR (No. 4)*

[*Div. Ct. [1894] 1 Q. B. 254*

2. — *Default in payment of money—Attachment.*] Notwithstanding s. 9 of the Bankruptcy Act, 1883, a writ of attachment will issue against a solicitor for default in payment of a sum of money, although the solicitor has become bankrupt since the date of the order for payment. *In re EDIE (A SOLICITOR)*

[*Chitty J. [1891] W. N. 1*

3. — *Default in payment of money—Summary order.*] Where a solicitor has committed a breach of professional duty in failing to pay over money received by him for his client, the Court has disciplinary jurisdiction to make an order for summary payment notwithstanding that the client has already brought an action for the money and recovered judgment. *In re H. A. GREY*

[*C. A. varying Div. Ct. [1892] 2 Q. B. 440*

4. — *Default in payment of balances due to client.*] An order for the taxation of a solicitor's bill directed that, in case it should appear that the bill was overpaid, the solicitor should, within four days after service of the order and of the taxing master's certificate, repay to the client the amount certified to be overpaid. The taxing master found that the bill had been overpaid. By a subsequent order it was directed that the solicitor should pay the taxed costs of the taxation of the bill:—*Held*, that the costs of the taxation, as well as the amount found due from the solicitor upon the taxation, were within the exception of sub-s. 4 of s. 4 of the Debtors Act, 1869, as being due from him "in his character of an officer of the Court," and that he could be attached for his default in payment of both. *In re A SOLICITOR (No. 3)* - *North J.*

[*[1895] 2 Ch. 66*

5. — *Inquiry—Incorporated Law Society—*

SOLICITOR—MISCONDUCT—continued.

Discretion.] Where the Incorporated Society on a complaint against a solicitor under s. 13 of the Solicitors Act, 1888, holds that there is no case for him to answer, the Court has discretion not to compel the society to proceed further, (1) as the society has a discretion; (2) as the complainant has an alternative remedy directly before the Court. *REG. v. INCORPORATED LAW SOCIETY*

[*Div. Ct. [1895] 2 Q. B. 456*

6. — *Inquiry—Incorporated Law Society—Exoneration—Costs.*] On an application against a solicitor under s. 13 of the Solicitors Act, 1888, founded on charges of misconduct, the Incorporated Law Society, after hearing the case, made a report exonerating the solicitor:—*Held*, that the Court had jurisdiction to order the applicant against the solicitor to pay his costs of the inquiry before the statutory committee. *In re LILLEY*

[*C. A. affirm. Div. Ct. [1892] 1 Q. B. 759*

— *Misrepresentation.*

See SOLICITOR—LIABILITY. 5.

7. — *Offence not in character of solicitor.*] A solicitor was summarily convicted of allowing houses belonging to him to be used by his tenants as brothels. The Incorporated Law Society applied to strike his name off the roll:—*Held*, that a solicitor may be struck off the roll for an offence not in his character of solicitor. Conviction for a criminal offence is *prima facie* ground for striking off, but the Court will exercise a discretion according to the nature of the offence. *In re WEARE* *C. A. affirm. Div. Ct. [1893] 2 Q. B. 439*

8. — *Permitting unqualified person to use solicitor's name—Striking off roll.*] Sect. 32 of the Solicitors Act, 1843, is imperative and does not give the Court a discretion to inflict on an offending solicitor any less punishment than that of striking him off the roll for the offences in respect of which the Court "shall and may" strike him off. *In re KELLY*

[*Div. Ct. [1895] 1 Q. B. 180*

9. — *Restoring name to roll.*] Order made for restoration to the roll of solicitors of a person struck off on conviction for obtaining money by false pretences on proof of good character for twelve years, and that he had been put under serious disadvantage at his trial, two previous applications had been refused. *In re BRANDBETH*

[*Div. Ct. [1891] W. N. 86*

10. — *Striking off the roll.*] A preliminary inquiry by the Incorporated Law Society under s. 13 of the Solicitors Act, 1888, is not a condition precedent to an application to strike a solicitor off the roll, as s. 19 preserves the jurisdiction of the Court to act on its own motion.

(A) *In re WEARE* - *C. A. affirm. Div. Ct. [1893] 2 Q. B. 439*

(B) *REG. v. INCORPORATED LAW SOCIETY*
[*Div. Ct. [1895] 2 Q. B. 456*

SOLICITOR—PRIVILEGE.

— *Discovery.*

See PRACTICE—DISCOVERY—Documents
14, 18.

— *Libel.*

See DEFAMATION—Libel. 20, 21.

SOLICITOR—PRIVILEGE—continued.

— Managing clerk, exemption from jury service.
See JURY.

— Right of audience.

See COUNTY COURT—Practice. 4.

SOLICITOR—RETAINER.

1. — *Agreement to allow third person to conduct defence—Injunction to enforce—Revocation of retainer.* A. and B. agreed that A. should have sole conduct of an action against B., and that A. should indemnify B. against all costs and damages, and B. retained A.'s solicitor to act for him "in the defence of the action and any appeals therefrom." On an appeal to H. L. being presented in B.'s name, B. wishing to stop the proceedings, withdrew his retainer from A.'s solicitor and took steps to withdraw the appeal:—*Held*, that A. was entitled to an injunction restraining B. from breaking his agreement to allow A. to conduct the defence and withdrawing the retainer. But under the circumstances the Court took an undertaking from A. to give some further indemnity against extra costs in H. L. *MONTFORTS v. MARSDEN* - C. A. [1895] 1 Ch. 11

2. — *Common law action—Entire contract.* The contract of a solicitor upon a retainer in a common law action is an entire contract to act for his client till the end of the action. Therefore, although there may be reasons which will entitle him to throw up his retainer during the pendency of the action, and nevertheless recover costs in respect of his services, yet he cannot do so at his mere will and pleasure without reason. *UNDERWOOD, SON, & PIPER v. LEWIS*

[C. A. [1894] 2 Q. B. 306]

3. — *Trust—Administration action.* An appearance entered on behalf of a sole surviving trustee to an action for the administration of a trust and subsequent proceedings were set aside, on the ground that the action taken by the solicitor who had previously acted in the trust was conducted without the knowledge and authority of the surviving trustee. *In re GREY. GREY v. COLES* - North J. [1891] W. N. 201

SOLICITOR—UNDUE INFLUENCE.

See UNDUE INFLUENCE. 2, 3.

SOLICITOR—UNQUALIFIED PERSON.

1. — *County Court—Jurisdiction over.* A County Court judge has no jurisdiction under s. 26 of the Solicitors Act, 1860, to commit for contempt an unqualified person who has acted as solicitor in a County Court action. *REG. v. JUDGE OF BROMPTON COUNTY COURT*

[Div. Ct. [1893] 2 Q. B. 195]

2. — *Disobedience to order to deliver up money and documents—Attachment.* The Court has jurisdiction to order an unqualified person to deliver up money and documents, which he has obtained by pretending to be a solicitor, and should he disobey can attach him. *In re HULME & LEWIS* - Div. Ct. [1892] 2 Q. B. 261

3. — *Settling affidavits.* A person employed by a solicitor as a process server does not "act as a solicitor" within s. 2 of the Solicitors Act, 1843, so as to be liable to attachment for contempt under s. 26 of the Solicitors Act, 1860, by merely

SOLICITOR—UNQUALIFIED PERSON—contd.

settling affidavits for persons in his employment relating to service of process. *In re LOUIS. Ex parte THE INCORPORATED LAW SOCIETY* [Div. Ct. [1891] 1 Q. B. 649]

SOUTH AFRICA.

— British jurisdiction.

See FOREIGN JURISDICTION.

SOUTH AUSTRALIA.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

Copyright.

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—Estate Duty.

Mail Ships.

See POST OFFICE.

SOVEREIGN.

— Foreign, immunities of.

See INTERNATIONAL LAW. 4.

SPARS.

— Delivery of into lighters.

See SHIP—BILL OF LADING—Demurrage 3.

SPECIAL CASE.

— Appeal by way of.

See SUMMARY PROCEEDINGS—Appeal to High Court. 1—6.

— Award—Right of appeal.

See ARBITRATION—Award. 1.

— Building society's arbitration.

See BUILDING SOCIETY—Arbitration. 2.

SPECIAL CIRCUMSTANCES.

— Change of venue of election petition.

See PARLIAMENT—Election Petition. 2.

— New trial.

See PRACTICE—NEW TRIAL. 10.

SPECIAL DAMAGE.

See DEFAMATION—LIBEL. 27.

DEFAMATION—SLANDER. 1, 2.

SPECIAL OCCUPANT.

See WILL—FORFEITURE. 8.

SPECIAL SERVICES.

See RAILWAY, &c., COMMISSION. 8.

SPECIFIC DEVISE.

See WILL—SPECIFIC DEVISE.

SPECIFIC LEGACY.

See WILL—LEGACY. 16.

SPECIFIC LEGATEES.

— Incidence of stamp and estate duties.

See ADMINISTRATION. 4.

DEATH DUTIES—Probate Duty. 3.

SPECIFIC PERFORMANCE.

1. — *Agreement by infant and adult—Repudiation.* An infant and adult who were joint tenants entered into an agreement to grant a lease:—*Held*, that specific performance by the infant was out of the question, and on the evidence could not be had against the adult; there-

SPECIFIC PERFORMANCE—continued.

fore it would be wrong to grant an injunction.
LUMLEY v. RAVENSCROFT - C. A. revers. Day J.
[[1895] 1 Q. B. 683

2. — *Compromise—Material fact not disclosed—Silence.* Mere silence as regards a material fact, which the one party is not bound to disclose to the other, is not a ground for rescission, or a defence to specific performance.

Where plttf.'s solicitor knew the result of proceedings before the chief clerk and arranged a compromise with deft. who was ignorant thereof:—*Held*, that there was no obligation binding on plttf.'s solicitor to disclose what he knew of the result of the proceedings before the chief clerk, and that plttf. was entitled to specific performance of the compromise. TURNER v. GREEN

[Chitty J. [1896] 2 Ch. 205

3. — *Contract of personal service.* The Court will not grant an injunction which in effect would amount to decreeing specific performance of a contract of personal service. WHITWOOD CHEMICAL CO. v. HARDMAN C. A. revers. Kekewich J.
[[1891] 2 Ch. 416

4. — *Judgment, form of—Purchaser's action.* Where in a purchaser's action for specific performance judgment is obtained in default of defence, the words "in case the parties differ" should be omitted from the direction that the vendor should execute a proper conveyance to be settled by the judge. The omission of these words does not necessitate a reference to the conveying counsel; it was only necessary that the document should be initialed in chambers. BAXENDALE v. LUCAS - Kekewich J.
[[1896] W. N. 30

5. — *Landlord and tenant—Flats—Covenant to appoint Porter.* Specific performance refused of a covenant by landlord to appoint a resident porter to a building let in flats, on the ground that the execution of the contract would involve constant superintendence by the Court. RYAN v. MUTUAL TONTINE WESTMINSTER CHAMBERS ASSOCIATION C. A. [1893] 1 Ch. 116; revers. Smith J.
[[1892] 1 Ch. 427

— *Letters signed by agent's clerk.*

See FRAUDS, STATUTE OF. 12.

6. — *Railway—Accommodation works—Transfer to new co.* Where a rlwy. has, as part of the consideration for land purchased under their Act, entered into covenants to provide accommodation works and to perform personal services, and by a subsequent Act the rlwy. is dissolved and its undertaking transferred to another rlwy. "subject to the obligations and liabilities" of the old rlwy., the landowner can maintain an action against the new rlwy. for specific performance of all the covenants, including that for personal services. Form of judgment against a rlwy. for specific performance of covenants considered.

(A) FORTESCUE v. LOSTWITHIEL AND FOWEY RLWY. - Kekewich J. [1894] 3 Ch. 621

(B) JERSEY (EARL OF) v. GREAT WESTERN RLWY. - C. A. [1894] 3 Ch. 626, n.

7. — *Sale of partnership business under power of attorney.* Specific performance of agreement for sale of a partnership business granted by the

SPECIFIC PERFORMANCE—continued.

C. A. An objection that certain stipulations in the agreement for sale were in excess of the power of attorney given by the vendor to one of his partners, and under which the agreement was entered into, overruled, the purchaser having waived the stipulations in question. HAWKESLEY v. OUTRAM - C. A. revers. Romer J. [1892] 3 Ch. 359

8. — *Sale of shares—Voluntary transfer by vendor to third person.* The rule that a person taking property under a voluntary conveyance cannot hold that property as against a previous purchaser for value from the person by whom the property has been conveyed applies to shares in a co. GRAHAM v. O'CONNOR - Kekewich J.
[[1895] W. N. 157 (10)

9. — *Vendor and purchaser—Defective title—Restrictive conditions.* Where after a sale under conditions information reaches the purchaser showing the title to be bad, to relieve the purchaser from a condition throwing on him the burden of proving a defective title, it is not enough to show that the title is suspicious or doubtful, but if the purchaser cannot get a good holding title the Court will not decree specific performance.

(A) In re SCOTT & ALVAREZ' CONTRACT. SCOTT v. ALVAREZ - C. A. revers. Kekewich J.
[[1895] 1 Ch. 596

10. — *Vendor and purchaser—No title shown—Damages.* In a purchaser's action specific performance with an inquiry as to title was decreed; the writ and statement of claim did not ask for damages or "further or other relief." On it appearing that the deft. had no title, the Court, by way of damages, directed the return of the deposit with interest, and gave the purchaser his costs of the action and of the agreement and investigation of title. PEARL LIFE ASSURANCE CO. v. BUTTENSCHAW - Chitty J. [1893] W. N. 123

11. — *Vendor and purchaser—Order declaring good title—Counter-claim—Review.* Where a vendor obtains an order that a good title has been shewn, the purchaser has no right of action for review unless he can prove that he has since discovered material facts, which he could not with reasonable diligence have discovered earlier. On an action for specific performance he can bring such action of review by way of counter-claim. Form of judgment on such a counter-claim. *Semble*, an action of review can now be commenced without leave. In re SCOTT AND ALVAREZ'S CONTRACT. SCOTT v. ALVAREZ
[Kekewich J. [1895] 1 Ch. 596

Where in fact the purchaser cannot get a good holding title the Court in the exercise of its discretion will refuse to decree specific performance, and will leave the parties to their remedies at law, but the purchaser cannot recover his deposit
[C. A. [1895] 2 Ch. 606

12. — *Waiver—Condition precedent.* A stipulation in a memorandum that the agreement was "subject to the preparation by the vendor's solicitor and completion of a formal contract" cannot be waived by the vendor as being intended for his benefit alone, so as to constitute the rest

SPECIFIC PERFORMANCE—*continued.*

of the memorandum a final contract enforceable against the purchaser. *LLOYD v. NOWELL*

[*Kekewich J. [1895] 2 Ch. 744*

SPECIFICATION.

— Amendment—Infringement action pending.

See PATENT—Practice. 3.

— Sufficiency of provisional specification.

See PATENT—Validity. 2, 3.

SPECULATIVE TRANSACTION.

— in Shares.

See GAMING (AND BETTING)—Validity of Betting, &c., Transactions. 4, 5, 6.
CANADA—Provincial Law—Quebec. 2.

SPIKES.

— on Wall.

See NUISANCE—What amounts to. 8.

SPIRITS.

See ADULTERATION—Analysis. 2.

SPORTING.

— Right of way for purposes of.

See SCOTTISH LAW—Servitude.

SPRING ASSIZES.

The annual Orders in Council as to the holding of Spring Assizes are published as Statutory Orders and in the Lond. Gaz.

See SUPREME COURT RULES AND ORDERS.

SQUARE.

— Paving expenses.

See LONDON COUNTY—STREETS AND HIGHWAYS. 2.

STABLES.

— Nuisance—Tramway company—Statutory powers.

See TRAMWAY COMPANY. 11.

— Training—Assessment.

See HOUSE TAX. 3.

STAINED GLASS WINDOW.

See ECCLESIASTICAL LAW—Faculty. 16.

STAIRCASE.

— Flats—Liability of landlord to persons using.

See LANDLORD AND TENANT—LANDLORD'S LIABILITY. 1.

STAKEHOLDER.

See GAMING—Validity of Betting, &c., Transactions. 7.

STALE DEMAND.

Company—Winding-up. A claim made in 1889 by the liquidator in a winding-up of 1886 against the estate of a director who died in 1883, held not to be a stale demand. *In re SHARPE. In re BENNETT. MASONIC AND GENERAL LIFE ASSURANCE CO. v. SHARPE*

[*C. A. affirm. North J. [1892] 1 Ch. 154*

STALLS.

— Choir stalls.

See ECCLESIASTICAL LAW—Faculty. 14.

STAMPS.

By the Stamp Act, 1891 (54 & 55 Vict. c. 39), certain enactments relating to stamp duties were consolidated.

By the Stamp Duties Management Act, 1891 (54 & 55 Vict. c. 38), the law relating to the management of stamp duties was consolidated.

STAMPS—*continued.*

By the Customs and Inland Revenue Act, 1893 (56 & 57 Vict. c. 7), the law as to certain stamp duties was altered.

By Pt. V. of the Finance Act, 1894 (57 & 58 Vict. c. 80), the law as to certain stamp duties was altered.

By Pt. II. of the Finance Act, 1895 (58 & 59 Vict. c. 16), certain stamp duties were altered.

1. — Agreement in consideration of fixed annual payment—Lease—Tack.]

(A) Where a telephone co. contracted to supply telephonic communication between certain places and to erect and maintain in order lines and apparatus for a fixed annual sum per line, the agreement to continue 10 years and thence from year to year, determinable at three months' notice by either party, with power to the co. to determine in certain circumstances. *JONES v. COMMRS. OF INLAND REVENUE - Div. Ct. [1895] 1 Q.B. 484*

(B) Where a rly. agreed to permit an automatic machine co. to place machines on their platforms, in places chosen by the rly. The co. to pay a yearly rent to the rly. Power to either party to determine by three months' notice. *SWEETMEAT AUTOMATIC DELIVERY CO. v. COMMRS. OF INLAND REVENUE Div. Ct. [1895] 1 Q.B. 484*

Held, by Div. Ct. in each case that the agreement was not a "lease" or "tack" within the sched. of the Stamp Act, 1891, but was chargeable with an *ad valorem* duty under the head "bond, covenant, or instrument of any kind whatsoever," as being the only principal or primary security for an annuity or for a sum of money at stated periods for an indefinite period.

— Appointed funds—Incidence of duty—Whether charged exclusively on residue.

See POWER OF APPOINTMENT.

2. — Bill of exchange—Coupon for interest of perpetual bond—Beissus of coupons.] A perpetual bond of a foreign government contained a statement that a new talon with coupons for 10 years payable to bearer would be issued in 1891. The talon of 1891 was in the same form, *mutatis mutandis*, as that of 1881, with new coupons attached, and a statement as to the issue of the succeeding talon:—*Held*, that the new coupons were bills of exchange payable on demand, and that since they were not attached to and issued with the security or with any agreement or memorandum for the renewal or extension of time for payment thereof they did not fall within the exemptions of the Stamp Act, 1870, or a 16 of the Revenue Act, 1889, and that they were liable to stamp duty. *ROTTSCHILD & SONS v. COMMRS. OF INLAND REVENUE*

[*Div. Ct. [1894] 2 Q. B. 142*

[*But see now s. 40 of the Finance Act, 1894, exempting coupons from stamp duty.*]

3. — Conveyance by partners to a company consisting of themselves.] Where eight partners turned their business into a co., consisting solely of themselves, transferred by deed the whole of the partnership property to the co., which was a party to the deed, and divided the whole of the shares in proportion to their respective interests in the partnership estate:—*Held*, that the deed was a "conveyance or transfer on sale" within

STAMPS—continued.

a. 71 of the Stamp Act, 1870 (now s. 53 of the Stamp Act, 1891), for the consideration of shares and stock, and was liable to *ad valorem* stamp duty. *FOSTER (JOHN) & SONS, LD. v. COMMR. OF INLAND REVENUE* - C. A. *revers.* Div. Ct. [1894] 1 Q. B. 516

4. — "*Conveyance on sale*"—*Special Act.* A special Act amalgamating certain railway undertakings held to operate as a "conveyance or transference on sale" within s. 54 and the sched. to the Stamp Act, 1891, and therefore chargeable with *ad valorem* stamp duty. *GREAT WESTERN RLWY. v. COMMR. OF INLAND REVENUE* [C. A. [1894] 1 Q. B. 507

5. — *Failure by broker to transmit stamped contract to principal—Sale or purchase of stock—Contract note—Commission.* The penalty imposed by s. 17 (1) of the Customs and Inland Revenue Act, 1888 (now ss. 52, 53 of the Stamp Act, 1891), does not affect the contract between the principal and the broker, but only creates an obligation affecting the broker. *LEABOYD v. BRACKEN* - O. A. [1894] 1 Q. B. 114

6. — *Insufficiently stamped document—Evidence.* A promissory note insufficiently stamped is not admissible in evidence to prove the receipt of the money for which the note was given. *ASHLING v. BOON* - *Kekewich J.* [1891] 1 Ch. 568

7. — *Marketable security—Promissory note—Debiture.* An American rlwy. co., as security for a temporary loan, handed through their agents in England to the lender an instrument which stated that for value received they promised to pay twelve months after date to the order of themselves the amount named in it. It also contained a statement that it was one of a series, and was secured by a deposit of gold bonds which (or a sufficient amount of their proceeds) were to be held in trust for the benefit of the holders of the instruments. The instruments were dealt in upon the Stock Exchange, but were not officially quoted there:—*Held*, that the instrument was not a mere promissory note, but that as it contained a contract that the holder should be entitled to the benefit of the security it was a marketable security within the meaning of s. 82, sub-s. 1 (b), of the Stamp Act, 1891, and was chargeable with stamp duty as such. *BROWN, SHIPLEY & CO. v. COMMR. OF INLAND REVENUE* [C. A. [1895] 2 Q. B. 598 *revers.* Div. Ct. [1895] 2 Q. B. 240

8. — *Medicine*—"Held out or recommended to the public"—"*Public notice or advertisement.*" Where druggists issued a price list, which was distributed gratis, in which two medicines were described as being beneficial for certain ailments, and one of the medicines was sold in a wrapper which described it in similar terms to those in the price list:—*Held*, (1) that by distributing the price lists the defts. had held out or recommended the medicines to the public, by public notice or advertisement, as beneficial for the cure of disorders; (2) that it was not necessary that the notice or advertisement should be affixed to or delivered with the medicine; (3) that the case did not come within the exemptions in the sched. to the Medicines Stamp Act, 1812, and (4) that

STAMPS—continued.

defts. were liable under s. 2 of that Act for selling the medicines without a paper cover duly stamped for denoting the duty. *SMITH v. MASON & CO.* [Div. Ct. [1894] 2 Q. B. 363

9. — *Mortgage—Further advances.* Where a mortgage to secure further advances is stamped with an *ad valorem* stamp up to a certain amount, it is competent for the Commr. of Inland Revenue, under s. 15 of the Stamp Act, 1870 (now s. 15 of the Stamp Act, 1891), to stamp the deed for the proper amount for which it is sought to render the security available even after the execution of the deed. *FITZGERALD'S TRUSTEE v. MELLERSEH (No. 1)* Chitty J. [1892] W. N. 4

10. — *Settlement—Contingent reversionary interests.* A settlement of contingent reversionary interests in specified amounts of stock vested in trustees with power to vary the securities, held to be liable to an *ad valorem* stamp duty under sched. of the Stamp Act, 1870 (now sched. of the Stamp Act, 1891). *ONSLOW v. COMMR. OF INLAND REVENUE* - C. A. [1891] 1 Q. B. 239; [affirm. Div. Ct. (24 Q. B. D.) 564

11. — *Sufficiency—Ruling of judge.* Where a judge trying an action without a jury decides that a document is sufficiently stamped or does not require a stamp, his decision is final as between the parties to the action. *BLEWITT v. TRITTON* - C. A. [1892] 2 Q. B. 327

STANDING JOINT COMMITTEE.

— Forming police districts.

See COUNTY COUNCIL—Powers. 5.

STANDING ORDERS.

See HOUSE OF LORDS—Standing Orders.

STANNARIES.**Cost-book Mine.**

Purser's powers—Bankruptcy petition—Stannaries Act, 1869, s. 13. A purser or secretary of a cost-book mine is only authorized to sue on behalf of the co. He cannot present a bankruptcy petition on their behalf in respect, e.g., of a judgment debt obtained for unpaid calls. *In re NANOR. Ex parte ASHMEAD*

[C. A. [1892] 1 Q. B. 590

Stannaries Court.

Jurisdiction in winding-up cases—Transfer. Where a co. is formed to work mines within the Stannaries "or elsewhere in England," but is not shewn to be actually working mines beyond the Stannaries, the jurisdiction to wind up the co. or to entertain an application in its voluntary winding-up is in the Stannaries Court, and where proceedings have been taken in that Court, the High Court will not exercise its power to retain the proceedings before itself, but will transfer them to the Stannaries Court. *In re NEW TERRAS TIN MINING CO.*

[V. Williams J. [1894] 2 Ch. 344

STATEMENT OF AFFAIRS.

— of Company.

See COMPANY—WINDING-UP—OFFICIAL RECEIVER. 4.

STATION.

— closing Railway Station.

See RAILWAY AND CANAL COMMISSION. 6.

STATUTES (INTERPRETATION OF).*Generally*, col. 861.*Repeals*, col. 863.*Retrospectivity*, col. 865.**Generally.**

See "Table of Statutes judicially considered," during the years 1891—1895 inclusive, p. clxxxix.

1. — *Breach of statutory duty—Civil remedies.* The breach of a statutory duty by a municipal corporation considered.

(A) *COWLEY v. NEWMARKET LOCAL BOARD*

[H. L. (E.) [1892] A. C. 345]

(B) *MUNICIPALITY OF PICTOU v. GELBERT*

[J. C. [1893] A. C. 524]

(C) *MUNICIPAL COUNCIL OF SYDNEY v. BOURKE*

[J. C. [1895] A. C. 433]

(D) *OLIVER v. HORSHAM LOCAL BOARD*

[C. A. [1894] 1 Q. B. 332]

(E) *SAUNDERS v. HOLBORN DISTRICT BOARD OF WORKS*

Div. Ct. [1895] 1 Q. B. 64

2. — *Breach of statutory duty—Criminal remedies.* An indictment does not lie for breach of a statutory duty where the duty is first created by the statute, and a particular remedy is prescribed in such terms as expressly or impliedly to exclude the remedy by indictment. *REG. v. HALL* — — Charles J. [1891] 1 Q. B. 747

3. — *Codifying statutes.* In interpreting a statutory code (e.g. the Bills of Exchange Act, 1882, or the Code of Lower Canada), reference to earlier law and cases can only be justified where the provisions of the code are of doubtful import or are couched in language which has previously acquired a technical meaning.

(A) *BANK OF ENGLAND v. VAGLIANO BROTHERS*

[Per Lord Herschell, H. L. (E.) [1891] A. C. 107, at p. 145]

(B) *ROBINSON v. CANADIAN PACIFIC RAILWAY CO.* — — J. C. [1892] A. C. 481

(C) *In re ENGLISH BANK OF THE RIVER PLATE. Ex parte BANK OF BRAZIL*

[Chitty J. [1893] 2 Ch. 432, at p. 444]

4. — *Exception—Act not to apply to seamen—Conspiracy and Protection of Property Act, 1875.* Sect. 16 of the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86), means only that the punishment prescribed by the Act are not to fall on seamen. The case of an offence against a seaman by a person who is not a seaman is therefore not excluded from the Act by this section. *KENNEDY v. COWIE*

[Div. Ct. [1891] 1 Q. B. 771]

5. — *Foreign penal statute—Interpretation of law.* By a law of the State of New York penalties were inflicted on debtors for "misrepresentation." The penalties were paid to the creditors in satisfaction *pro tanto* of their debt. The New York Courts had decided that actions for these penalties were criminal actions. An action was brought in an Ontario Court upon a judgment of a New York Court under this statute:—*Held*, that these actions, being by a subject to enforce in his own interest a liability for the protection of his private rights, were remedial and not penal within the rule of international law which prohibits the Courts of one

STATUTES (INTERPRETATION OF) — Generally—continued.

state from executing the penal laws of another state:—*Held*, also, that it was the duty of the Ontario Court to decide whether the New York statute was remedial or fully penal, and that it was not bound by the interpretation of the New York Courts. *HUNTINGTON v. ATTRILL*

[J. C. [1893] A. C. 150]

6. — *General or local Act.* Lands in the parish of St. Pancras were purchased as a burial ground for the parish of Bloomsbury under 9 Anne, c. 22, and 10 Anne, c. 11, and on consecration became part of the latter parish. By O. in C. burials were discontinued in the burial ground, and the parish of St. Pancras applied to the County Council, under s. 57 of the Local Government Act, 1888, for an order retransferring the burial ground to St. Pancras. The council gave notice of their intention to hold an inquiry. The parish of Bloomsbury applied for a prohibition:—*Held*, that the a. gives a county council power to amend any part of a public and general Act, which is of a local and personal nature, that the clauses of the statute of Anne relating to the burial ground were local and personal, and that the council had power to make an order. *REG. v. LONDON COUNTY COUNCIL* C. A. affirm. Div. Ct. [1893] 2 Q. B. 454

7. — *Inclosure Acts.* The general canons of construction of Inclosure Acts stated. *BELL v. EARL OF DUDLEY* Chitty J. [1895] 1 Ch. 132

8. — *Interpretation Act, 1889.* *Quære*, whether the general provisions of the Interpretation Act, 1889, can be read as overriding the special provisions of other subsequent Acts. *In re TITHE ACT, 1891. ROBERTS v. POTTS. JONES v. COOKE* [C. A. Kay L.J. diss. [1894] 1 Q. B. 313]

9. — *Mistake.* Even where it can be proved that the legislature was deceived as to the existence of a right, and legislated under the effect of the error, the legislature only and not the Courts can correct the error. *LABRADOR CO. v. REG.*

[J. C. [1893] A. C. 104]

10. — *Mistake—Agreement with government—Error in confirming law—Mistake rectified.* Where by an error in a law, confirming an agreement between a railway co. and a colonial government that certain mortgage bonds should bear interest depending on yearly profits, the bonds were declared to bear interest depending on half-yearly profits, but the bonds were issued in accordance with the agreement, and erroneously certified by the government to be in accordance with the law:—*Held*, that reading the agreement and the law together, the bonds should be treated as depending on yearly profits and not on half-yearly profits. *JAMAICA RLY. CO. v. ATTORNEY-GENERAL OF JAMAICA*

[J. C. [1893] A. C. 127]

11. — *Statutory power—Laying before Parliament.* Where one of a statute provides that "all ordinances made by the commrs." shall be laid before both Houses of Parl., a power given to the commrs. to do an act affecting both public and private interests by another a. which is silent as to the sanction of Parl. does not give an absolute power, unless the a. plainly states that

STATUTES (INTERPRETATION OF) — Generally—continued.

the exercise of the power shall not be subject to review. *METCALFE v. COX*

[H. L. (S.) [1895] A. C. 328]

12. — *Statutory power—Laying before Parliament.* Where rules were made by the Bd. of Trade under a statute which provided that they should be laid for forty days before Parl.:—*Held*, that after the lapse of that period the rules took effect as part of the statute and could not be treated as *ultra vires*. *INSTITUTE OF PATENT AGENTS v. LOCKWOOD* H. L. (S.) [1893] A. C. 347

13. — *Statutory power—Mode of exercise.* Where the promoters of a public undertaking have statutory authority to interfere with private property on certain terms, any person whose property is interfered with has a right to require that the promoters shall comply with the letter of the enactment in his behalf. No Court can remodel arrangements sanctioned, or relax conditions imposed by Act of Parl. Where a local Act prescribes certain detailed works, the execution of other works, which are "substantially equivalent," is not a compliance with the Act. *HERRON v. RATHMINES AND RATHGAR IMPROVEMENT COMMS.* — H. L. (I.) [1892] A. C. 498

14. — *Statutory works—Lateral deviation.* Deviation in its ordinary and natural sense and as used in statutes, means shifting the work in its integrity from one site to another which may be deemed more suitable. It does not imply a right not only to alter the situation of the work, but in doing so to dispense with half or two-thirds of it. *HERRON v. RATHMINES AND RATHGAR IMPROVEMENT COMMS.*

[H. L. (I.) [1892] A. C. 498]

15. — *Surplusage.* Under s. 65 of the County Courts Act, 1888, a judge in chambers has power to transfer certain actions for trial in the County Court "in which the action might have been commenced or in any court convenient thereto":—*Held*, that the word "thereto" was meaningless and should be rejected, and the phrase read as "convenient to the parties." *BURKILL v. THOMAS* Div. Ct. [1892] 1 Q. B. 99; [affirm. by C. A. [1892] 1 Q. B. 312]

16. — *Time—Computation.* Where a criminal statute enacts that proceedings are to be taken within a limited time after the commission of an offence:—*Held*, that the day on which the offence was committed was not to be reckoned in computing the time. *RADCLIFFE v. BARTHOLOMEW*

[Div. Ct. [1892] 1 Q. B. 161]

Repeals.

1. — *Implied repeal—County Courts Act.* Sect. 120 of the County Courts Act, 1888, impliedly repeals ss. 26 and 31 of the County Courts Admiralty Jurisdiction Act, 1868.

(A) *THE "EDEN"* — [1892] P. 67

(B) *NEPTUNE STEAM NAVIGATION CO. v. SCLATER. THE "DELANO"*

[C. A. affirm. Div. Ct. [1895] P. 40]

2. — *Implied repeal—Judicature Act.* The Judicature Act and Rules do not overrule the provisions of special statutes granting special costs in particular cases. *REEVE v. GIBSON*

[C. A. affirm. Div. Ct. [1891] 1 Q. B. 652]

STATUTES (INTERPRETATION OF) — Repeals—continued.

3. — *Implied repeal—Excise Management Act, 1827.* The provisions of s. 71 of 7 & 8 Geo. 4, c. 53, are not impliedly repealed by ss. 21, 24 of the Inland Revenue Regulation Act, 1890. *DYER v. TULLY* — [1894] 2 Q. B. 794

4. — *Implied repeal—Revivor of prior enactments.* Sect. 10 of the County Courts Act, 1875, impliedly repeals so much of s. 45 of the Judicature Act, 1873, as is inconsistent with it; and although s. 188 of the County Courts Act, 1888, repeals the whole of the Act of 1875, this repeal (sub-s. 5) does not revive any enactment not in force on Jan. 1, 1889. *THE "DART"*

[C. A. [1893] P. 33]

5. — *Implied repeal—Michael Angelo Taylor's Act.* (A) Sect. 65 of 57 Geo. 3, c. xxix. (Michael Angelo Taylor's Act), is impliedly repealed by the Metropolitan Streets Act, 1867 (30 & 31 Vict. c. 134, s. 6, and 31 & 32 Vict. c. 5, s. 1) as to costermongers. *SUMMERS v. HOLBORN DISTRICT BOARD OF WORKS* Div. Ct. [1893] 1 Q. B. 612

(B) *Contra. KEEP v. ST. MARY, NEWINGTON VESTRY. AUSTIN v. ST. MARY, NEWINGTON VESTRY* — — C. A. [1894] 2 Q. B. 524

(C) That section is not impliedly repealed by 18 & 19 Vict. c. 120 (Metropolis Management), s. 119, as to hanging out articles in front of a house. *WYATT v. GEMS*

[Div. Ct. [1893] 2 Q. B. 225]

6. — *Implied repeal—Sturges Bourne's Act.* *Semble*, that *Sturges Bourne's Act* (59 Geo. 3, c. 12), s. 19, by virtue of which owners of small tenements could be made to pay the poor-rate instead of the occupiers, is repealed by implication by the subsequent Assessment Acts. *CHURCHWARDENS OF WEST HAM v. FOURTH CITY MUTUAL BUILDING SOCIETY*

[Div. Ct. [1892] 1 Q. B. 654]

7. — *Implied repeal—Trade Union Act, 1871—Nominee of member—Right to sue.* Sect. 4 of the Trade Union Act, 1871, which provides (sub-s. 3) against legal proceedings being taken to enforce "any agreement for the application of the funds of the trade union (a) to provide benefits for members," is not repealed by 39 & 40 Vict. c. 22, and consequently the nominee of a deceased member cannot bring an action to recover moneys due to the deceased under the rules of the trade union. *CROCKER v. KNIGHT*

[C. A. [1892] 1 Q. B. 702]

8. — *Saving of existing rights and liabilities—Interpretation Act, 1889, s. 38.* The effect of the general saving clause (s. 38) of the Interpretation Act, 1889, as to saving of existing rights and liabilities, considered in relation to the effect of the particular saving clause (s. 6) of the Tithe Act, 1891, on former Tithe Acts:—*Held*, that on the construction of the Act of 1891, and the facts, there was no existing right which fell within s. 38 of the Act of 1889.

(A) *In re TITHE ACT, 1891. ROBERTS v. PORTS*

[Div. Ct. [1893] 2 Q. B. 33; C. A.

[*Key L.J. diss.*] affirm. Div. Ct.

[1894] 1 Q. B. 213]

(B) *JONES v. COOKE* C. A. [1894] 1 Q. B. 213

STATUTES (INTERPRETATION OF)—Repeals—continued.

9. — *Saving — Right accrued.*] The mere right, existing at the date of a repealing statute, to take advantage of provisions of the statute repealed is not a "right accrued" within the meaning of the usual saving clause. *ABBOTT v. MINISTER FOR LANDS* - J. C. [1895] A. C. 425

10. — *Statute Law Revision Acts.*] Effect of repeals by Statute Law Revision Acts considered. *HUFFAM v. NORTH STAFFORDSHIRE RAILWAY CO.*

[Div. Ct. [1894] 2 Q. B. 821

11. — *Temporary Acts.*] A turnpike Act, which was to continue for the term of twenty-one years, stopped up certain roads and vested them in A. The Act was continued from time to time, and finally repealed:—*Held*, that the repeal did not revive the old roads, but that they were discontinued for ever as highways by the turnpike Act and vested in A., free from any public way whatever. *GWYNNE v. DREWITT*

[*Romer J.* [1894] 2 Ch. 616

Retrospectivity.

1. — *Bankruptcy Act, 1883, s. 32.*] Sect. 32 of the Bankruptcy Act, 1883, is not retrospective. *In re SCHOOL BOARD ELECTION FOR THE PARISH OF PULBOROUGH.* *BOURKE v. NUTT*

[*C. A. (Escher M.R. diss.) revers. Div. Ct.* [[1894] 1 Q. B. 725

2. — *Bankruptcy Act, 1890.*] (A) Sect. 25 of the Bankruptcy Act, 1890, is not retrospective as to transmission of accounts; whether at all, *quere.* *In re NORMAN.* *Ex parte BOARD OF TRADE* - - - *C. A.* [1893] 2 Q. B. 369

(B) Sect. 26 of the Bankruptcy Act, 1890, is not retrospective. *REG. v. GRIFFITHS*

[*C. C. B.* [1895] 2 Q. B. 145

3. — *Gaming Act, 1892.*] The Gaming Act, 1892, is not retrospective. *KNIGHT v. LEE*

[*Div. Ct.* [1893] 1 Q. B. 41

4. — *Judicature Act, 1873.*] Sub-s. 6 of s. 25 the Judicature Act, 1873 (as to assignment of choses in action), is retrospective. *DIBB v. WALKER* - - - *Chitty J.* [1893] 2 Ch. 429

5. — *Mortgagees Legal Costs Act, 1895.*] Though s. 3 is retrospective in its action, it does not affect judgments which were right at the time when they were given. *EYRE v. WYNN-MACKENZIE (No. 2)* - *C. A.* [1895] W. N. 161

6. — *Trustee Act, 1893, Amendment Act, 1894.*] Sect. 4 has no retrospective operation so as to exempt trustees from liability for a breach of trust, committed before the passing of the Act, in retaining an investment authorized neither by the instrument of trust nor by the general law. *In re CHAPMAN.* *COCKS v. CHAPMAN*

[*Kekewich J.* [1895] W. N. 162

STATUTE-BARRED DEBT.

See EXECUTOR—Liabilities. 6.

TRUSTEE—EXPENSES. 3.

STATUTORY FORM.

— of Bill of Sale.

See BILL OF SALE—STATUTORY FORM.

STATUTORY MARKET.

See MARKET AND FAIR.

STATUTORY OBLIGATION.

— Failure by one party—*Vis major*—Release of other party.

See GAS—Gasworks Clauses Acts. 2.

STATUTORY OFFICER.

— Powers.

See JAMAICA—Law of Jamaica. 2.

STATUTORY POWERS.

— Nuisance caused by exercise.

See PRACTICE—INJUNCTION. 33.

— Nuisance—Stables of tramway company.

See TRAMWAY COMPANY. 11.

STATUTORY RULES AND ORDERS.

See "Table of Rules and Orders Issued," p. ccclix.

Validity.] If a statute gives power to make rules and orders, and enacts that such rules and orders shall have effect as if enacted in the Act, and provides that they shall be laid before Parl., and that if either house resolves within forty days that any of such rules should be annulled, they shall be annulled, no Court is competent to consider whether rules so made and laid before Parl. and not objected to are *intra vires* or not.

(A) *INSTITUTE OF PATENT AGENTS v. LOCKWOOD* H. L. (S.) (*Lord Morris diss.*)

[1894] A. C. 347

(B) *In re LONDON AND GENERAL BANK (No. 1)*

[*V. Williams J.* [1894] W. N. 155

STATUTORY WORKS.

— Carrying out—Damage—Assessment of compensation—Failure of special tribunal. See PRACTICE—JURISDICTION. 1.

— Carrying out—Liability for nuisance. See NUISANCE—What amounts to. 9, 10, 11.

STATUTES (INTERPRETATION)—Generally. 13.

— Carrying out—Powers of urban authority—Area of user of streets—Electric lighting. See STREETS AND BUILDINGS—Lighting 1.

STAYING PROCEEDINGS.

— in Action.

See PRACTICE—FRIVOLOUS AND VEXATIOUS PROCEEDINGS.

PRACTICE—STAY OF PROCEEDINGS.

— under Arbitration clauses.

See ARBITRATION—Staying Actions.

— in Bankruptcy.

See BANKRUPTCY—STAY OF PROCEEDINGS.

— in Company—Winding-up.

See COMPANY—WINDING-UP—STAY OF PROCEEDINGS.

— of Execution—Voluntary winding-up.

See COMPANY—STAY OF PROCEEDINGS. 1, 2.

COMPANY—WINDING-UP—VOLUNTARY WINDING-UP. 7.

COUNTY COURT—Execution.

— of Execution—Special circumstances.

See PRACTICE—NEW TRIAL. 10.

STEAMSHIP.

— Receiver with power to manage.

See PRACTICE—RECEIVER—Mortgagee's Remedies. 12.

STEP-CHILDREN.

See WILL—CHILDREN. 9.

STEP IN THE PROCEEDINGS.

See ARBITRATION—Staying Actions. 7.

STEWARD.

See SHIP—WRECK AND SALVAGE. 5.

STIRPES.

— *Per capita or per stirpes.*

See WILL—CHILDREN. 8.

STOCK.

— Charging order—Foreclosure—Order to transfer consols.

See MORTGAGE—FORECLOSURE. 11.

— Legacy of stock charged by testator in his lifetime.

See WILL—CHARGE OF DEBTS.

— Register of unclaimed stock—Right of uninterested person to inspect.

See BANK OF ENGLAND.

— Settlement of.

See LUNATIC—Property. 8.

— Trustee Acts—Form of vesting order.

See TRUSTEE—APPOINTMENT. 15—22.

STOCKBROKER.

— Commission for placing shares.

See COMPANY—SHARES—Sale of Assets, &c. 4.

— Transactions whether Gaming.

See GAMING—Validity of Gaming, &c., Contracts. 4, 5, 6.

STOCK EXCHANGE.

— Cover.

See GAMING—Validity of Gaming, &c., Contracts. 8.

1. — *Agreement to share commission and losses in respect of Stock Exchange transactions.*] S. entered into a verbal agreement with G. that G. should introduce customers to S., who was a member of the Stock Exchange, that S. should pay to G. half the commission received from such customers, and that G. should pay to S. half of any loss incurred through such customers:—*Held*, that the contract did not constitute a partnership between S. and G., but that it was not a contract to answer for the debt of another within s. 4 of the Statute of Frauds. It was a contract which regulated the terms of G.'s employment, and gave him an interest in the transactions which were carried out for the mutual benefit of S. and G., and that S. was entitled to recover half the losses from G. *SUTTON & Co. v. GREY* - C. A. [1894] 1 Q. B. 285

2. — *Liability of London stockbroker to country customer.*] A London stockbroker, on the instruction of a country broker, obtained from the Bank of England a power of attorney to sell stock belonging to X. This power was executed by X., and on the instructions of the country broker, the London broker sold the stock for £970, and credited the country broker with the proceeds in his account. The balance to the country broker's credit in this account was afterwards paid to answer bills drawn by him on the London broker:—*Held*, that X. was entitled to recover from the London broker the £970 less brokerage. *CROSSLEY v. MAGNIAC* Romer J. [1893] 1 Ch. 694

STOCK EXCHANGE—continued.

3. — *Pledge of client's securities by broker—Authority—Liability of bank—“Negotiable securities.”*] Principals left bonds transferable by delivery with their broker, who, in fraud of them, pledged the bonds with others belonging to himself and other principals to secure an advance. The broker became insolvent, and the bank sold the bonds to repay the advance:—*Held*, that the bank was entitled to retain and realize the bonds, as the bonds were negotiable instruments, and there was nothing to shew the bank that the broker was not dealing with his own securities. *SIMMONS v. LONDON JOINT STOCK BANK*

[H. L. (E.) [1892] A. C. 201; [revers. C. A. [1891] 1 Ch. 270]

4. — *Pledge of client's securities by broker—Negotiable securities—Right of redemption—“Contango.”*] The plff. bought stocks, shares, and bonds through a broker, the broker lending the plff. money to “carry over” when necessary. The broker borrowed money of a bank to pay for the stocks, shares, and bonds, depositing them with the bank as security. Such stocks as required registration were transferred to and registered in the name of trustees for the bank, sometimes by the vendors and sometimes by the plff. himself, for a nominal consideration:—*Held*, that the plff. could not redeem because (1) the plff. in view of the “contango” system, which was common on the Stock Exchange, had not discharged the onus of shewing that the broker had exceeded his authority; (2) that as to certain “bonds payable to bearer,” which were negotiable securities, there was nothing to put the bank on inquiry; (3) that as to the stocks transferred by the vendors the bank had the legal estate and could not be deprived of it; and (4) as to the stock transferred by the plff. he was stopped from denying the bank's title. *BENTINCK v. LONDON JOINT STOCK BANK* - North J. [1893] 2 Ch. 120

5. — *Sale or purchase of stock—Contract note—Commission.*] A broker who sells or buys stock, on the Stock Exchange, and does not transmit to his principal any stamped contract as provided by s. 17, sub-s. 1, of the Customs and Inland Revenue Act, 1888 (now ss. 52, 53 of the Stamp Act, 1891), can recover commission from his principal on such transactions. *LEAROYD v. BRACKEN* - C. A. [1894] 1 Q. B. 114

6. — *Stockbroker paying client's money into his own account.*] When a broker or other agent entrusted with the possession and apparent ownership of money pays it away in the ordinary course of business for onerous consideration, a transaction which is fraudulent as between the agent and his employer will bind the latter unless he can shew that the recipient of the money did not act in good faith. Trustees of bank shares instructed a stockbroker to sell them and deposit the proceeds in certain colonial banks. He sold the shares to another stockbroker, and received in the ordinary course a cheque for the price drawn in his own favour. This cheque he paid into his own bank account, then overdrawn. The bank knew the cheque to be proceeds of a sale of shares, but did not know nor inquire in what capacity the broker received it:—*Held*, that the bank were entitled

STOCK EXCHANGE—continued.

to retain the proceeds of the cheque as against the debt due to them by the broker. *THOMSON v. CLYDESDALE BANK* H. L. (S.) [1893] A. C. 282

7. — *Syndicate—Speculative transaction—Authority of manager.*] A. was a member of a syndicate formed to buy and sell shares as a speculation. The syndicate bought from and sold to other associations of which A. was not a member, but some of his associates were:—*Held*, that such dealings were not necessarily beyond the authority of the manager; which authority, under the circumstances, was not limited to operations in the open market. *LAUGHTON v. GRIFFIN* - - J. C. [1895] A. C. 104

8. — *Transactions whether gaming.*] Art. 1927 of the Quebec Civil Code does not differ substantially from the Gaming Act, 1845 (8 & 9 Vict. c. 109), s. 18, and renders null and void all contracts by way of gaming and wagering. Contracts made by a broker employed to make actual contracts of purchase and sale, in each case completed by delivery and payment, on behalf of a principal whose object was not investment but speculation, are not gaming contracts within the meaning of the Code. *FORGET v. OSTIGNY* - - J. C. [1895] A. C. 318

STOP-COOK.

See WATER—Supply under Waterworks Clauses Act. 11.

STOP ORDER.

See PRACTICE—STOP ORDER.

STRAITS SETTLEMENTS.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Death Duties.

See DEATH DUTIES—ESTATE DUTY.

Extradition.

See EXTRADITION.

STRANDING.

See SHIP—GENERAL AVERAGE. 2.

STREET MUSICIAN.

— Non-payment of fine—Imprisonment for longer time than fixed for original offence.

See METROPOLITAN POLICE DISTRICT—Offences.

STREET REFUSE.

— Removal of.

See LONDON COUNTY—NUISANCES AND SANITATION. 4.

STREETS.

— Lighting.

See STREETS AND BUILDINGS—Lighting.

— Line of.

See LONDON COUNTY—BUILDINGS. 2—8.
SCOTTISH LAW—Local Government. 2.

STREETS AND BUILDINGS—Building Line.

— Obstructing.

See HIGHWAY—Obstruction.

LONDON COUNTY—STREETS AND HIGHWAYS. 11—14.

STREETS—continued.

— Paving.

See STREETS AND BUILDINGS—New Streets. 4—10; Private Streets. LONDON COUNTY—STREETS AND HIGHWAYS. 6—10.

— Sewering.

See LONDON COUNTY—DRAINAGE AND SEWERAGE.
SEWERAGE AND DRAINAGE.

STREETS AND BUILDINGS.

Note.—The cases under this heading relate only to places outside the County of London. As to London—

See LONDON COUNTY—BUILDINGS.
LONDON COUNTY—STREETS AND HIGHWAYS.

Building Line, col. 870.

Building Plans, col. 870.

Lighting, col. 871.

New Streets, col. 871.

Private Streets, col. 873.

Projecting Signs, col. 874.

Public Conveniences, col. 874.

Building Line.

1. — “*Front main wall.*” In laying down what is the “front main wall” of a house or building with a view of fixing the building line, under s. 3 of the Public Health (Buildings in Streets) Act, 1888, the building must be looked at as a whole—its character, its position, its distance from any house which is being erected or brought forward in alleged contravention of the Act, and a particular wing or projection must not be selected as the front main wall. Two buildings are not necessarily in the same street, within s. 3, because one faces the same road or street, or a continuation thereof as the other. *ATTORNEY-GENERAL v. EDWARDS*

[*Romer J.* [1891] 1 Ch. 194

2. — *Taking down house—Public Health Act. 1875, s. 155.*] The owner of a house took out the front wall of the ground and first floor in order to turn the two lower floors into one shop. The second floor was undisturbed, but was shored up: the shoring was replaced by girders and brick piers. After the piers and girders had been erected, the urban authority prescribed a building line, under s. 155 of the Public Health Act, 1875, and brought an action to restrain the owner from building in front of it:—*Held*, by Kekewich J., that the house had been substantially taken down, but that the fixing of the building line was too late:—*Held*, by the C. A., that neither the house nor its front had been taken down within the section, and that the power to fix a building line had not arisen. *ATTORNEY-GENERAL v. HATCH* Both Courts [1893] 3 Ch. 36

— in Scotland.

See SCOTTISH LAW—Local Government

Building Plans.

Alteration of deposited plans—Bye-laws.] A bye-law of a sanitary authority, made under s. 157 of the Public Health Act, 1875, requiring persons intending to build to deposit plans of the intended building, is broken if any substantial

STREETS AND BUILDINGS—Building Plans—
continued.

alteration is made in the plans. The fact that the alterations themselves break no bye-law, and that there is no bye-law forbidding alterations in deposited plans, is immaterial. **JAMES v. MASTERS**
[Div. Ct. [1893] 1 Q. B. 355]

Lighting.

1. — *Electric lighting—Urban authority, powers of—Street—"Area of user."* An action was brought to restrain the deft., who claimed as owner of the sub-soil of half the roadway of a street vested in the plffs., from interfering with his poles and electric wires:—*Held*, that assuming the deft. was owner of half the soil, yet the road being a "street" within s. 141 of the Public Health Act, 1875, the loc. bd. were entitled to more than the surface, and had further an "area of user" necessary for the exercise of their statutory powers, *e.g.*, of lighting their district. The restrictions in the sections subsequent to s. 161 as to lighting by other means than gas are only intended to prevent an urban authority from invading the regulated monopoly of any gas co. in its district. **FAREHAM LOCAL BOARD AND FAREHAM ELECTRIC LIGHT CO. v. SMITH** — **Chitty J.** [1891] W. N. 76

2. — *Lighting and watching rate—Recovery—Proof of adoption of Lighting Act, 1833.* On a summons for non-payment of rates under the Lighting and Watching Act, 1833, the overseers are not obliged to prove that the formalities prescribed by the Act for its due adoption have been complied with. **REG. v. REYNOLDS**
[Div. Ct. [1893] 2 Q. B. 75]

3. — *Lighting and watching rate—Assessment—Coal mine.* Coal mines are "property (other than land) rateable to the relief of the poor," and are therefore, under s. 33 of the Lighting and Watching Act, 1833, to be rated at a rate three times greater than land. **THURSBY v. CHURCHWARDENS OF BRIERCLIFFE-WITH-EXTWISTLE**
[Div. Ct. [1894] 1 Q. B. 567;
[affirm. by C. A. [1894] 2 Q. B. 11;
[affirm. by H. L. (E.) [1895] A. C. 32]

New Streets.

1. — *Laying out—Width—Bye-laws.* Where the owner of a strip of land by the side of a lane which ran into a road began to build a house fronting to the road, the side of which abutted on the lane, and there was nothing to shew any intention on his part of building other houses along the lane:—*Held*, that he was not laying out a new street along the lane within the meaning of bye-laws with respect to the construction of new streets made under s. 157 of the Public Health Act, 1875. **ST. GEORGE'S LOCAL BOARD v. BAL-LARD** — **C. A.** [1895] 1 Q. B. 702

2. — *Laying out—Width—Bye-laws.* G. was lessee of a piece of ground with right of way over an adjoining road fifteen feet wide. G. began to build two houses on his ground. The urban sanitary authority summoned him for laying out a new street less wide than required by their bye-laws, made under s. 157 of the Public Health Act, 1875:—*Held*, that what G. had done did not

STREETS AND BUILDINGS—New Streets—
continued.

amount to laying out the road as a new street. **GOZZETT v. MALDON URBAN SANITARY AUTHORITY**
[Div. Ct. [1894] 1 Q. B. 327]

3. — *Laying out—Width—Passage—Bye-laws.* Ways communicating with the backs of houses, and used for obtaining access to privies and ash-pits, are passages within s. 4 of the Public Health Act, 1875, and are therefore streets, and an urban authority has power to make bye-laws with respect to the width and construction of such ways. **REG. v. LOCAL BOARD OF GOOLE**
[Div. Ct. [1891] 2 Q. B. 212]

4. — *Paving, &c., expenses—Charge upon premises.* The owner of land having neglected to comply with a levelling and paving notice, the sanitary authority did the work themselves, and claimed a charge on the land therefor, and that the land should be sold to defray such charge freed from a restrictive covenant to which it was subject, restraining the owners thereof from erecting buildings thereon so as to obstruct the view from adjoining houses:—*Held*, that there was nothing in the Public Health Act, 1875, which enabled the land to be freed from the covenant. **GUARDIANS OF TENDRING UNION v. DOWTON**
[C. A. revers. **Stirling J.** 45 Ch. D. 583;
[1891] 3 Ch. 265]

5. — *Paving, &c., expenses—Apportionment—Dispute—Arbitration.* Where an urban authority has done the paving, sewerage, &c., of a street, the person chargeable having neglected to do so, and the apportioned expense is disputed, either as to amount or otherwise, the dispute must be settled by arbitration, as provided by s. 150 of the Public Health Act, 1875, before the urban authority can bring an action to recover it. **SANDGATE LOCAL BOARD v. KEENE**
[C. A. [1892] 1 Q. B. 631]

6. — *Paving, &c., expenses—Apportionment—Frontagers' liability.* Under s. 150 of the Public Health Act, 1875, an urban sanitary authority has power to require the owner of premises fronting on a street, not being a highway repairable by the inhabitants at large, to pave and channel such street, notwithstanding that it has already been paved and channelled to the satisfaction of such authority. **BARRY AND CADOXTON LOCAL BOARD v. PARRY**
[Div. Ct. [1895] 2 Q. B. 110]

7. — *Paving, &c., expenses—Apportionment—Frontagers' liability—Notice of objection—Arbitration—Public Health Act, 1875, s. 150.* Two frontagers gave notice of their objection to the claim of a loc. authority for apportioned expenses of paving, under s. 150 of the Public Health Act, 1875.

(A) One raised the question of the cost, and the objection appeared to be based on that rather than the apportionment:—*Held*, that arbitration was necessary before the expenses became a debt due to the loc. authority, as the corporation, whatever may have been their rights, had in fact treated the notice as a notice of objection to the apportionment, and not merely as an objection to

STREETS AND BUILDINGS—New Streets—continued.

the cost of the work. **FOLKESTONE CORPORATION v. BROOKS**

[C. A. revers. **Wright J. [1893] 3 Ch. 22**

(B) The other disputed the claim of the loc. authority in general terms:—*Held*, that this was a dispute as to the apportionment, and that no debt arose until arbitration had been resorted to. **FOLKESTONE CORPORATION v. LADD**

[**Wright J. [1893] 3 Ch. 22, at p. 36**

8. — *Paving, &c., expenses—Frontager's liability—Order of Local Government Board declaring road a street.*] An Order of the Loc. Govt. Bd., under s. 276 of the Public Health Act, 1875, declaring a road to be a street is not conclusive that such road is a street. A road not formally dedicated to the public, but which had become a public highway since 1835, *held* to be a street within ss. 4, 150 of the Public Health Act, 1875. **FENWICK v. RURAL SANITARY AUTHORITY OF CROYDON UNION** - Div. Ct. [1891] 2 Q. B. 216

9. — *Paving, &c., expenses—Frontager's liability—Right to dispute liability.*] The owner of premises fronting on a street failed to comply with a notice under s. 150 of the Public Health Act, 1875, to sewer, &c., the street according to his frontage. The urban authority did the work, and a sum was apportioned on the owner by their surveyor. He gave no notice under s. 257 of the Act to dispute the apportionment. On a complaint before justices it appeared that the carriage-way of the road was repairable by the inhabitants at large, but that the footpath was not:—*Held*, that the urban authority had jurisdiction to give the notice and make the apportionment as to the footpath, and as the owner had not disputed the apportionment, he could not at the hearing before the justices set up that he was not bound to pay part of the appointed sum. **DERBY CORPORATION v. GRUDGINGS**

[Div. Ct. [1894] 2 Q. B. 496

10. — *Paving, &c., expenses—"Owner"—Trustee for charitable purposes.*] (A) A claim by a local authority for expenses for the sewerage, levelling, metalling, &c., of roads can be sustained in respect of property vested, under the authority of Parl., in a trustee for charitable purposes, even though the property cannot be let by reason of a special condition imposed by Parl. Such a trustee is the "owner" within s. 4 of the Public Health Act, 1875. *In re CHRISTCHURCH INCLOSURE ACT. MEYRICK v. ATTORNEY-GENERAL* [Stirling J. [1894] 3 Ch. 209

(B) "Owner" in s. 4 of the Public Health Act, 1875, does not include a person who has the benefit of a covenant restricting the use of premises in respect of which street improvement expenses have been incurred. **GUARDIANS OF TENDRING UNION v. DOWTON C. A. [1891] 3 Ch. 265**

Private Streets.

Paving—Footway—Frontage—Apportionment.] A loc. bd. acting as an urban sanitary authority, resolved, under the Private Street Works Act, 1892, to execute works in a private street having houses only on the north side; part of the land on the south side was owned by the loc. bd. The work partly consisted of flagging

STREETS AND BUILDINGS—Private Streets—continued.

a footway on the north side. There was no footway on the south side:—*Held*, that the expenses of the footpath were properly apportionable among the owners of premises fronting, adjoining, or abutting on both sides of the street. **CLAC-TON LOCAL BOARD v. YOUNG & SONS**

[Div. Ct. [1896] 1 Q. B. 395

Projecting Signs.

Projecting signs affixed to houses.] Under a loc. Act (6 Wm. 4, c. xxv.), relating to Crediton, improvement commrs. were empowered to order the removal of projecting signs affixed to houses:—*Held*, that the commrs. were not bound to give the owner of a projecting sign an opportunity of being heard, but only to give him the prescribed notice to remove the sign. Whether, if deft. had asked to be heard, the commrs. could refuse to hear him, *quære*. Injunction granted restraining the owner of the sign from obstructing the commrs. in removing the sign. **ATTORNEY-GENERAL v. HOOPER** - Stirling J. [1893] 3 Ch. 493

Public Conveniences.

Urinals, construction of, below surface of ground—"Public place."] A loc. authority which is empowered to erect conveniences in any street or public place cannot erect the same under a street or public place on land which does not belong to them. Where a landowner dedicates a way to the public and no more, all that is below he still retains for himself, and the soil of a street does not vest in the loc. authority unless it has become a highway repairable by the inhabitants at large:—*Held*, that the Pantiles at Tunbridge Wells were not a "public place" or street within the Tunbridge Wells Improvement Act, 1890, or the Public Health Act, 1875. **BAIRD v. CORPORATION OF TUNBRIDGE WELLS**

[C. A. [1894] 2 Q. B. 867

STRIKE.

See RATES—Assessment. 1; SHIP—BILL OF LADING—Demurrage. 7—12.

— Application of profits of industrial society to subscription to strike fund.

See INDUSTRIAL AND PROVIDENT SOCIETY.

1.

— Inciting workmen to strike—Secretary of trade union representing members of union.

See TRADE UNION. 6.

— Intimidation.

See TRADE UNION. 4, 5.

— Maliciously procuring breach of contract.

See TRADE UNION. 1.

STRIKING OFF ROLL.

See SOLICITOR—MISCONDUCT.

SUB-CONTRACTOR.

Property in incomplete article.] Contractors for the erection of tanks sub-contracted for the work. Before completion the contractors failed:

—*Held*, that the property in the tanks remained in the sub-contractor, they not being fixed to the soil, and that he had a lien on them for the price payable to him by the original contractor. **BELLAMY v. DAVEY** Romer J. [1891] 3 Ch. 540;

[C. A. [1891] W. N. 193

SUB-LEASE.

See LANDLORD AND TENANT—LEASE. 43.
44, 46.

"SURRENDER."

— in accordance with the.

See ARBITRATION—Staying Actions. 8.

SUBROGATION.

See BUILDING SOCIETY—Ultra vires. 3.

SUBSIDENCE.

See MINES AND MINERALS—Working.
5—13.

SUBSOIL.

See LAND—Acquisition under Land
Clauses Acts.
RAILWAY—RAILWAYS CLAUSES ACT.
3, 4, 5.

SUBSTITUTION.

— of Bill of Sale.

See BILL OF SALE—SUBSTITUTED BILL.

SUCCESSION.

See SCOTTISH LAW—Succession.

SUCCESSION DUTY.

See DEATH DUTIES—Succession Duty.

SUCCESSORS.

— of Vicar.

See SETTLED LAND—SETTLED LAND
ACTS—Application of Capital Money.
15.

SUE AND LABOUR CLAUSE.

See INSURANCE, MARINE. 22.

SUFFICIENCY.

— of Answers to interrogatories.

See PRACTICE—DISCOVERY—Interroga-
tories. 2.

"SUFFICIENT CAUSE."

— not to make receiving order.

See BANKRUPTCY—RECEIVING ORDER. 8.

SUMMARY JURISDICTION.

*By the Summary Jurisdiction (Married Women)
Act, 1895 (58 & 59 Vict. c. 39), the law relating
to the Summary Jurisdiction of Magistrates in
reference to Married Women was amended.*

*Return relating to courts of summary juris-
diction in Lancashire. Parl. Paper, 1893 (390).
LXXIV, Pt. 1, 767. Price 1½d.*

SUMMARY PROCEEDINGS.

*A report and tables shewing, for the year 1893,
the sums paid for proceedings under the Summary
Jurisdiction Act, 1879, is included in Part I, 2,
of the Judicial Statistics for that year. Parl.
Paper, 1895 [C. 7725]. Price 8s. 8d.*

*Rule and Schedule of Additional Forms dated
Nov. 5, 1895, under the Summary Jurisdiction
Acts. St. B. & O. 1895, 423, L. 24. Price ¼d.*

Appeals to High Court, col. 875.

Appeals to Quarter Sessions, col. 877.

Jurisdiction and Practice, col. 878.

Reports and Returns, col. 881.

Appeals to the High Court.

1. — *Case stated—Number of counsel heard.*
Upon the argument of a special case only one

**SUMMARY PROCEEDINGS—Appeals to the
High Court—continued.**

counsel is heard on each side, except when the
case is stated upon an order of sessions, when it
is brought before the Court upon an order nisi to
quash, and then all the counsel instructed on
both sides may be heard. *SPURLING v. BAKTOFF*
[Div. Ct. [1891] 2 Q. B. 384]

2. — *Case stated—Poor-rate.* Justices acting
on the hearing of an application for a distress
warrant to enforce poor-rates sit as a court of
summary jurisdiction, and may state a case for
the High Court as to any question of law raised
by the application. *FOURTH CITY MUTUAL
BUILDING SOCIETY v. CHURCHWARDENS AND OVER-
SEERS OF EAST HAM* Div. Ct. [1892] 1 Q. B. 661

3. — *Case stated—Service of notice—Waiver.*
It is necessary that all the justices who may
have heard the case be served with the written
notice requiring them to state a special case.
Service on those who signed the decision, in this
case two out of the five justices, is not sufficient.
If the statute 20 & 21 Vict. c. 43, be not strictly
complied with, the High Court has no jurisdiction
to hear the appeal, notwithstanding that the re-
spondent is willing to waive the informality.
WESTMORE v. PAINE Div. Ct. [1891] 1 Q. B. 452

4. — *Case stated—Service of notice.* The
High Court has no jurisdiction to hear an ap-
peal by way of case stated under 20 & 21 Vict.
c. 43, s. 2, unless the appellant has given the
respondent notice in writing of the appeal with
a copy of the case before transmitting the case
to the High Court. *EDWARDS v. ROBERTS*
[Div. Ct. [1891] 1 Q. B. 302]

5. — *Case stated—Service of notice—Licensing
court.* Justices, when sitting to grant licences
under the Alehouse Act, 1828, are a court of
summary jurisdiction within the meaning of the
Interpretation Act, 1889, s. 13, sub-s. 11, and
service of notice of appeal by case stated from
them is governed by s. 33 of the Summary Juri-
sdiction Act, 1879, and is sufficient if sent upon
their clerk only. *REG. v. JUSTICES OF PONTPOOL*
[C. A. affirm. Div. Ct. [1892] 1 Q. B. 621]

6. — *Case stated—Transmission.* The trans-
mission to the Court of a case stated under 20 & 21
Vict. c. 43, includes lodging the case in the
Crown Office within the statutory period. *ASPI-
NALL v. SUTTON* — Div. Ct. [1894] 2 Q. B. 349

7. — *Certiorari—Bastardy—Power of Supreme
Court to inquire into validity of justices' order.*
In proceedings to enforce an order of justices the
High Court will not hear evidence to impeach
their decision on the facts; but in proceedings
to bring up and quash their order the Court is
bound to consider the evidence before the justices,
but is not bound to confine itself to that evidence,
and may hear other evidence to arrive at a
determination on the question of jurisdiction:—
Held, therefore, that the Court had power
to inquire into the validity of the service of a
bastardy order, as the jurisdiction of the justices
only attaches on proof that the summons was
duly served; and *held*, that in this case the service
was held to be bad, because not served at the puta-
tive father's "last place of abode," which was his

SUMMARY PROCEEDINGS—Appeals to the High Court—continued.

then American residence, and not the house he occupied when last in England. *REG. v. FARMER* [C. A. [1892] 1 Q. B. 637]

8. — *Mandamus—Power of Supreme Court to inquire into jurisdiction of justices.* The High Court has jurisdiction to correct a mistake made by justices as to the extent of their own jurisdiction by certiorari, mandamus or prohibition according to the circumstances of the case, or by mandamus where jurisdiction is declined by certiorari, or prohibition where it is usurped; and for the purpose must examine into the extent of the jurisdiction of the justices. Justices cannot give themselves jurisdiction by an erroneous finding either of fact or of law. *REG. v. JUSTICES OF LONDON* (No. 4) — C. A. [1895] 1 Q. B. 616

9. — *Mandamus—Matrimonial causes.* Rule nisi for justices to determine an application for a summons to reduce the amount of an allowance ordered to a wife:—*Held*, that as the justices had a discretion to grant or refuse the summons, and had exercised it *bonâ fide*, the rule must be discharged. *Matrimonial Causes Act, 1878, s. 4. REG. v. HUGGINS* (No. 1) Div. Ct. [1891] W. N. 88

[*Sect. 4 of the Matrimonial Causes Act, 1878 was repealed by the Summary Jurisdiction (Married Women) Act, 1895, and further provision made.*]

Appeals to Quarter Sessions.

1. — *Recognisance.* (A) The recognisance to prosecute an appeal from an order of a court of summary jurisdiction under s. 13 (3) of the Summary Jurisdiction Act, 1879, may be entered into before any court of summary jurisdiction, whether acting for the same county as the Courts from whose order the appeal is brought or not. *REG. v. JUSTICES OF DURHAM*

[Div. Ct. [1895] 1 Q. B. 801]

(B) Although justices may allow a deft. who wishes to appeal to quarter sessions to make a deposit instead of entering into recognisances, the deposit must be made strictly in accordance with s. 31, sub-s. 3, of the Summary Jurisdiction Act, 1879, i.e., within three days after giving notice of appeal that the justices allowing the deposit may have the notice of appeal before them:—*Held*, therefore, that a deposit made before giving notice was invalid. *REG. v. JUSTICES OF ANGLESEA* (No. 2) — Div. Ct. [1892] 2 Q. B. 29

2. — *Sentence.* An appeal may be brought to quarter sessions against a summary conviction on the sole ground that the sentence was excessive, and the conviction may be quashed on that ground. *REG. v. JUSTICES OF SURREY* (No. 2)

[Div. Ct. [1892] 2 Q. B. 719]

3. — *Service of notice of appeal.* (A) Under sub-s. 2, s. 31, of the Summary Jurisdiction Act, 1879, notice of appeal is sufficient if addressed to and served on the justices' clerk, and it is not necessary that it should be addressed to the convicting justices. *REG. v. JUSTICES OF ESSEX*

[Div. Ct. [1892] 1 Q. B. 490]

(B) Sect. 31 of the Summary Jurisdiction Act, 1879, applies to appeals from licensing justices to quarter sessions. Service of notice of appeal on some of the justices or their clerk and the chief

SUMMARY PROCEEDINGS—Appeals to Quarter Sessions—continued.

constable of the county held sufficient. *REG. v. JUSTICES OF GLAMORGANSHIRE*

[C. A. [1892] 1 Q. B. 631]

4. — *Service of notice of appeal on solicitor of party.* A., a solicitor, represented B. in a successful application for an affiliation order. Subsequently a notice of appeal was given to A., who accepted it on behalf of B.:—*Held*, that A.'s authority to represent B. terminated when the order was obtained, and, therefore, the service of the notice of appeal on A. was invalid. *REG. v. JUSTICE OF OXFORDSHIRE*

[C. A. [1893] 2 Q. B. 149]

5. — *Summary conviction after election to be tried summarily for indictable offence.* Where a person charged before act of summary jurisdiction with an indictable offence elects to be dealt with summarily under s. 12 of the Summary Jurisdiction Act, 1879, and is convicted, he has no right of appeal under s. 19 of the Act, which relates only to appeals from convictions under past or future Acts. *REG. v. JUSTICES OF LONDON. Ex parte LAMBERT* Div. Ct. [1892] 1 Q. D. 664

Jurisdiction and Practice.

1. — *Computation of time.* By s. 14 of the Prevention of Cruelty to Animals Act, 1849, any complaint is to be made within one calendar month after the alleged offence. On June 30 a complaint was made in respect of an offence committed on May 30:—*Held* to be in time, the day on which the offence was committed being excluded from the computation of time. *RADCLIFFE v. BARTHOLOMEW*

[Div. Ct. [1892] 1 Q. B. 161]

2. — *Conviction—Intimidation.* In a summary conviction under s. 7 of the Conspiracy or Protection of Property Act, 1875, for intimidation, the acts which the person had a legal right to do must be specified. *REG. v. MCKENZIE*

[Div. Ct. [1892] 2 Q. B. 519]

3. — *Dismissal of information—Order against complainant for costs.* An order for costs made against a complainant whose information is dismissed may, where no sufficient distress is found, be enforced by committal if it is proved that the complainant has or has had since the date of the order means to pay. *REG. v. LORD MAYOR OF LONDON. Ex parte BOALER* — Div. Ct.

[1892] 2 Q. B. 148]

4. — *Election to be tried on indictment—Adding counts to indictment for offences not included in summons.* Where a person accused of an offence triable summarily elects, under s. 17 of the Summary Jurisdiction Act, 1879, to be tried by a jury, the accused may be committed for trial in respect of any indictable offence disclosed by the depositions; and in cases to which the Vexatious Indictments Act does not apply, or in which the operation of that Act is limited by 30 & 31 Vict. c. 85, s. 1, counts may be added in respect of any indictable offence disclosed by the depositions, although the accused was not summoned in respect thereof. *REG. v. BROWN*

[C. C. R. [1895] 1 Q. B. 119]

5. — *Excise prosecution—Officer of Inland Revenue—Proof of authority.* Where in an

SUMMARY PROCEEDINGS—Jurisdiction and Practice—continued.

information by an inland revenue officer for excise penalties an allegation is made that the Inland Revenue Commrs. had ordered the prosecution, such allegation is sufficient proof of such order without further or other evidence, since the provisions of s. 71 of 7 & 8 Geo. 4, c. 53, are not impliedly repealed by ss. 21, 24 of the Inland Revenue Regulation Act, 1890. *DYER v. TULLEY* [1894] 2 Q. B. 794

6. — *Industrial Schools Act, 1866, s. 14.* The Industrial Schools Act, 1866 (29 & 30 Vict. c. 118), does not contain a code of criminal procedure and is not punitive in its character, but is intended for the protection of children coming within its operation. Where, therefore, a child apparently under fourteen years of age is charged before a court of summary jurisdiction with larceny, and the charge is dismissed, but evidence is given that he frequents the company of reputed thieves, he may be sent to an industrial school under s. 14 of the Act without being brought afresh before the Court by summons or otherwise upon a substantive charge under that section. *REG. v. JENNINGS* Div. Ct. [1895] W. N. 142 (7)

7. — *Information disclosing two offences.* Though a prosecutor may be required to elect on which charge he will proceed, the inclusion of two offences in one information is a "defect in substance" within the meaning of s. 1 of the Summary Jurisdiction Act, 1848, and no objection to the information can be allowed in respect of it. *RODGERS v. RICHARDS*

[Div. Ct. [1892] 1 Q. B. 555]

— *Jurisdiction under Lands Clauses Acts.*

See *LAND—Acquisition under Lands Clauses Acts.* 2, 3.

— *Jurisdiction under Licensing Acts.*

See *INTOXICATING LIQUOR.*

— *Jurisdiction under Public Health (London) Acts.*

See *LONDON COUNTY—NUISANCES AND SANITATION.*

8. — *Limitation of time—Conviction—Public Health (London) Act, 1891—Closing order.* The limitation of six months, within which complaint must be made, imposed by s. 11 of the Summary Jurisdiction Act, 1848, applies to proceedings for acting contrary to a closing order, in breach of s. 5, sub-s. 9, of the Public Health (London) Act, 1891, and therefore a conviction for such an offence, which imposes a fine in respect of every day during a period exceeding six calendar months, is bad. *REG. v. SLADE. Ex parte SAUNDERS* — — — Div. Ct. [1895] 2 Q. B. 247

9. — *Limitation of time—Rate—Summons.* Sect. 11 of the Summary Jurisdiction Act, 1848, applies to the hearing of a summons before justices for arrears of water-rate, and where the sum accrued due more than six months before the date of the summons the justices have no jurisdiction. *EAST LONDON WATERWORKS CO. v. CHARLES* — — — Div. Ct. [1894] 2 Q. B. 730

10. — *Order to pay cab-fare and costs—Imprisonment.* An order to pay a cab-fare and costs under s. 66 of the Towns Police Clauses Act, 1847, is an order to pay a "sum of money

SUMMARY PROCEEDINGS—Jurisdiction and Practice—continued.

claimed to be due and recoverable on complaint to a court of summary jurisdiction within s. 6 of the Summary Jurisdiction Act, 1879, and is therefore not enforceable by imprisonment, but only as a civil debt under s. 35 of the latter Act. *REG. v. KERSWILL* — Div. Ct. [1895] 1 Q. B. 1

11. — *Poor-rate—Distress warrant.* Justices sitting to hear an application to issue a distress warrant for the non-payment of poor-rates are a court of summary jurisdiction within s. 13, sub-s. 11, of the Interpretation Act, 1889, not necessarily exercising a merely ministerial duty, but are authorized to inquire into the validity of the objections taken by the party summoned, and may state a case for the opinion of the High Court. *FOURTH CITY MUTUAL BUILDING SOCIETY v. CHURCHWARDENS OF EAST HAM*

[Div. Ct. [1899] 1 Q. B. 661]

12. — *Poor-rate—Rate-book not conclusive.*

The overseers of a parish summoned A. for non-payment of rates. A. was on the rate-book, but on the hearing of the summons tendered evidence to shew he was only a caretaker. The justices declined to hear the case, considering the rate-book conclusive, and made an order for payment:—*Held*, that the rate-book was not conclusive, and that the justices were bound to hear the case. *REG. v. JUSTICES OF COUNTY OF LONDON (No. 1)*

[Div. Ct. [1893] W. N. 86]

13. — *Prosecution for keeping brothel.* It is not necessary to proceed by information in proceedings under s. 13 of the Criminal Law Amendment Act, 1885. A justice is bound to issue his warrant for the arrest of a person accused by two inhabitants of a parish of keeping a disorderly house, in accordance with the provisions of 25 Geo. 2, c. 36, s. 6, which applies to summary proceedings under s. 13 of the Criminal Law Amendment Act, 1885. *REG. v. NEWTON*

[Div. Ct. [1892] 1 Q. B. 648]

14. — *Res judicata.* To constitute a good plea of *res judicata*, it must be shewn that the former suit was one in which the plaintiff might have recovered precisely what he seeks in the second.

A magistrate's order under s. 40 of the Metrop. Police Act, 1839, is no bar to an action for special damage arising out of the same detention. *MIDLAND RAILWAY CO. v. MARTIN & CO.*

[Div. Ct. [1893] 2 Q. B. 172]

15. — *Separation order—Evidence.* A husband who has been convicted by justices of an aggravated assault upon his wife is entitled to give evidence on an application by her to them for a separation order under s. 4 of the Matrimonial Causes Act, 1878. *JONES v. JONES* *Jenne Pres.* [1895] P. 301

16. — *Two informations on same facts—Hearing of second information before decision of first.* Where two informations are brought on the same facts, different offences being charged, and the justices are not entitled to hear the evidence on the second information before deciding the first, *held*, a conviction after such a course of procedure is bad. *HAMILTON v. WALKER*

[Div. Ct. [1892] 2 Q. B. 25]

SUMMARY PROCEEDINGS — Jurisdiction and Practice—continued.

17. — *Unsound meat—Guilty knowledge.* On a summons under s. 117 of the Public Health Act, 1875, charging a person with having unsound meat on his premises for sale, it is not necessary to shew that the defendant had personal knowledge of the condition of the meat. **BLAKER v. TILLSTONE** - Div. Ct. [1894] 1 Q. B. 345

18. — *Unsound meat—Not exposed for sale.* A person having in his possession unsound meat intended for human food can be convicted under s. 117 of the Public Health Act, 1875, notwithstanding that he has not exposed the meat for sale. **MALLINSON v. CARE**

[Div. Ct. [1891] 1 Q. B. 48

19. — *Unsound meat—Seized but not condemned—Full compensation.* The owner of meat seized as unwholesome and brought before a justice for condemnation under ss. 116, 117 of the Public Health Act, 1875, is not entitled as of right to attend and give evidence in defence of the meat; but the justice may, if he thinks fit, hear evidence tendered by the owner; and if the justice after so doing refuses to condemn the meat, the full compensation to which the owner will be entitled under s. 308 will include the costs reasonably incurred in resisting the condemnation of the meat. *In re BATER AND THE CORPORATION OF BIRKENHEAD*

[Div. Ct. [1893] 1 Q. B. 679;

[affirm. by C. A. [1893] 2 Q. B. 77

20. — *Vaccination—Previous conviction.* If a person has been fined for disobedience to an order for the vaccination of a child, he cannot be fined a second time for disobedience under the same order. **REG. v. JUSTICES OF PORTSMOUTH** - Div. Ct. [1892] 1 Q. B. 491

Reports and Returns.—General Statistics.

Reports and Tables shewing for each of the years, 1890–1894, the number of persons committed for trial at the Assizes and Sessions, with the result of the proceedings, the number of Crown Cases received for the consideration of the Court of Criminal Appeal, the sums paid by County, Liberty, and Borough Councils for criminal prosecutions at Assizes and Sessions, and for proceedings under the Summary Jurisdiction Act, 1879, and the number and costs of Government prosecutions, form Part I., 2, of the Judicial Statistics for those several years. These returns are published as follows:—

Year.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1893	1895	C. 7725	..	..	s. d. 3 8
1892	1893–4	C. 7168	108	1	2 3
1891	1892	C. 6734	89	1	2 0
1890	1890–1	C. 6443	98	1	2 0

SUMMONS.

— before Justices.

See MISTAKE. 2.

SUMMARY PROCEEDINGS — Jurisdiction and Practice. 9, 17.

WATER—Supply under Waterworks Clauses Act. 10, 11.

— for payment out.

See PRACTICE—PAYMENT OUT. 5, 6.

— under Public Health London Act, 1891.

See LONDON COUNTY—NUISANCES AND SANITATION. 7.

— for Solicitor to deliver up papers.

See PRACTICE—ORIGINATING SUMMONS. 13.

— for Taxation.

See SOLICITOR—BILL OF COSTS—General. 29.

— Originating.

See PRACTICE—ORIGINATING SUMMONS.

PRACTICE — SERVICE — Out of the Jurisdiction. 6.

— under O. XIV.

See PRACTICE — WRIT—Writ Specially Indorsed.

SUNDAY.**Observance.**

Room used for "public entertainment on Sunday"—"Keeper" of room—Person managing or conducting "entertainment." The public were admitted on payment to a lecture given by a Sunday evening lecture society in a hall hired from a co. in liquidation. The jury found that the hall was "opened or used" within s. 1 of the Sunday Observance Act, 1780 (21 Geo. 3, c. 49):—*Held*, that the liquidator's solicitor who had arranged for letting the hall was not the "keeper," and that the chairman who introduced the lecturer, but took no other part, was not the person "managing or conducting" within the Act. **REID v. WILSON & KING. SAME v. WILSON & WARD C.A. affirm. Mathew J. [1895] 1 Q. B. 315**

SUPERFLUOUS LAND.

See LAND—Acquisition under Lands Clauses Acts. 14.

SUPERIOR AND VASSAL.

See SCOTTISH LAW — Superior and Vassal.

SUPERSTITIOUS USES.

— Gift to be spent in masses for the dead.

See WILL—SUPERSTITIOUS USES.

SUPERVISION ORDER.

See COMPANY—WINDING-UP—PETITION AND ORDER. 3, 12, 24.

COMPANY—WINDING-UP—COSTS. 8, 9, 10.

"SUPPLYING WATER."

See WATER—Supply by Local Authority. 8.

SUPPORT.

See MINES AND MINERALS—Working. 5–13.

SUPREME COURT.

LONDON CAUSES. By the Supreme Court of Judicature (London Causes) Act, 1891 (54 & 55

SUPREME COURT—continued.

Vict. c. 14), provision was made for the trial of civil causes in the City of London.

By the Supreme Court of Judicature Act, 1891 (54 & 55 *Vict. c. 53*), the Judicature Acts were amended.

By the Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 *Vict. c. 16*), it was prescribed that appeals from judges in matters of procedure should lie direct to the Court of Appeal; the right of appeal was restricted; and appeals from County Courts, &c., to Divisional Courts were regulated, and the constitution of the Rule Committee was amended and their powers extended.

SUPREME COURT—OFFICERS AND OFFICES.

O. in C. dated Sept. 26, 1891, as to the district Registry of West Bromwich. Lond. Gaz. Oct. 2, 1891, p. 5144.

O. in C. dated March 15, 1893, appointing a district registrar at Reading. Lond. Gaz. March 17, 1893, p. 1683.

O. in C. dated Dec. 12, 1894, as to the district Registrars at Manchester. St. R. & O. 1894, p. 427.

SUPREME COURT—REPORTS AND RETURNS.

Accounts Generally, col. 883.

Assizes, col. 883.

Suitors' Fund, col. 883.

Accounts Generally.

Accounts shewing the receipts and expenditure of the High Court and of the Court of Appeal during the years ending respectively March 31, 1891, 1892, 1893, 1894, and 1895, are published as follows:—

Year ending March 31.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1895	1895	376	..	..	d. $\frac{1}{2}$
1894	1894	264	71	197	$\frac{1}{2}$
1893	1893-4	398	74, Pt. i.	175	$\frac{1}{2}$
1892	1892	353	65	133	$\frac{1}{2}$
1891	1890-1	323	64	475	$\frac{1}{2}$

Assizes.

Return shewing the number of days the judges of the Queen's Bench Division were absent from London on the business of the Assizes held in 1891, and the amounts paid to them and the circuit officers for allowances and expenses. Parl. Paper, 1892 (98). LXV. 311. Price $\frac{1}{4}$ d.

Return of the time occupied by the judges in holding Courts at the Assizes during 1891. Parl. Paper, 1892 (245). LXV. 137. Price 1d.

Suitors' Fund.

Accounts of the receipts and expenditure of the Paymaster-General and the National Debt Commrs.

SUPREME COURT—REPORTS AND RETURNS**—Suitors' Fund—continued.**

in respect of Suitors' Funds, &c., are annually issued, brought up to Feb. 23 in each year, and are for the five years 1890-1894 published as follows:—

Year ending Feb. 23.	Reference to Parl. Paper in which Return is published.				
	Session.	Number at foot of Paper.	Vol.	Page.	Price.
1894	1895	43	..	..	d. $\frac{3}{4}$
1893	1893-4	494	74, Pt. i.	731	$\frac{3}{4}$
1892	1893-4	31	74, Pt. i.	695	$\frac{3}{4}$
1891	1892 Sess. 1. 9.	65	65	277	$\frac{3}{4}$
1890	1890-1	46	64	623	4

SUPREME COURT RULES AND ORDERS.

*By the Rules Publication Act, 1893 (56 & 57 *Vict. c. 66*), provision is made as to the publication in draft of any proposed new rules of the Supreme Court prior to their promulgation or coming into force.*

*By s. 4 of the Supreme Court of Judicature Procedure Act, 1895 (57 & 58 *Vict. c. 16*), the Rule Committee is to include the President of the Incorporated Law Society and two other persons, one of them a barrister to be selected by the Judges. By s. 5 of the same Act the power to make rules was extended to the matters contained in the enactments scheduled to that Act.*

Assizes.] O. in C. dated July 28, 1893, fixing the commission days at the several Assizes and amending the O. in C. of 1884. St. R. & O. 1893, p. 568.

O. in C. dated Nov. 23, 1893, amending the O. in C. of July, 1893, as to the county of Montgomery. St. R. & O. 1893, note, at p. 568.

O. in C. dated May 28, 1894, amending the O. in C. of July, 1893, as to the Autumn Circuit. St. R. & O., 1894 (No. 152).

Procedure and Fees and Funds.] For Rules and Orders issued in the years 1890-5, see "Table of Rules and Orders Issued," p. cxxlix.

Spring and Winter Assizes.] The annual Orders in Council as to the holding of Spring and Winter Assizes are published as Statutory Orders and in the London Gazette.

SURETY.

See PRINCIPAL AND SURETY.

— Foreign—To administration bond.

See PROBATE—ADMINISTRATION BOND.
4, 5.

SURGEON.

See SHIP—WRECK AND SALVAGE. 5.

SURRENDER.

— Lease—Parol assent to new lease—Statute of frauds.

See LANDLORD AND TENANT—LEASE.
44.

SURVEYOR.— *District surveyor.*

See LONDON COUNTY—BUILDINGS. 11, 19.

— *of Highways.*

See HIGHWAY—Obstruction. 2.

1. — *Liability—Inaccuracy—Causing damage to third party.* Mortgagees lent money by instalments to a builder on the faith of certificates negligently granted by the deft, who was a surveyor appointed, not by the mortgagees, but by the builder's vendor. The certificates were inaccurate and misleading, by the negligence of the surveyor, and the mortgagees thereby suffered loss for which they claimed compensation from the deft. :—*Held*, that as there was no contractual relation between the surveyor and the mortgagees, the deft. owed no duty to them to exercise care in his certificate, and the action could not be maintained. *LE LIEVRE v. GOULD*

[C. A. affirm. Div. Ct. [1893] 1 Q. B. 491

2. — *Quantity surveyor — Charges — Usage.* The usage is reasonable and valid by which a

SURVEYOR—continued.

quantity surveyor is entitled to be paid by the builder whose tender is accepted, out of the first certificate, for his fees for taking out quantities at the instance of the building owner or architect. *NORTH v. BASSETT* Div. Ct. [1892] 1 Q. B. 333

SURVIVORSHIP.— *Presumption of—Husband and wife.*

See PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 7.

SUSPENSION.— *of Discharge of bankrupt.*

See BANKRUPTCY—DISCHARGE. 5.

— *of Injunction.*

See PRACTICE—INJUNCTION. 31.

SWANSEA.— *Prison.*

See COUNTY COURT—Committals.

SWIN, THE.

See SHIP—COLLISION. 12.

SYNDICATE.

See NATAL—Law of Natal. 3.

T.

TABLEAU VIVANT.

See COPYRIGHT—Picture. 2, 3.

"TACK."

See STAMPS. 1.

TAKING LANDS.

See LAND—Acquisition, &c.

LONDON COUNTY—STREETS AND HIGHWAYS.

WATER—Supply under Water-works Clauses Acts.

TALFOURD'S ACT.

Effect of this Act considered with reference to an Ontario statute framed on the lines thereof. *SMART v. SMART* - J. C. [1893] A. C. 425

TASMANIA.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Application of Patents, &c., Act 1883.

See DESIGN; PATENT; TRADE-MARK.

Law of Tasmania.

Principal and surety—Novation—Release of Principal Debtor—Discharge of surety. Where a creditor released his principal debtor and accepted a third party as full debtor in his stead, and the surety for the former agreed to give a guarantee for the latter, and to continue his former guarantee till he did so, and then died without having given it:—*Held*, in an action by the creditor against his exors. that the debt having been extinguished by the release, the remedy against the deceased was gone. Novation of debt operates as a complete release of the original debtor, and cannot be considered as a mere covenant not to sue him. *COMMERCIAL BANK OF TASMANIA v. JONES*

[J. C. [1893] A. C. 313

Mail Ships.

See POST OFFICE.

TAXATION OF COSTS.

See PRACTICE—COSTS—Taxation.

SESSIONS—QUARTER SESSIONS. 1, 2.

SOLICITOR—BILL OF COSTS—General. 19—31.

TAXES.

By the Taxes (Regulation of Remuneration) Act, 1891 (54 & 55 Vict. c. 13), provision was made as to the remuneration payable to clerks to commrs. of income tax, and inhabited house duty, and to assessors and collectors thereof.

And see cross-references under REVENUE.

TELEGRAM AND TELEPHONE.

Telegram, col. 887.

Telephone Wire, col. 888.

Telegram.

"The Foreign Telegram Regulations, 1892," dated May 11, 1892. St. R. & O. 1892, p. 918.

1. — Mistake—Telegraphic instructions.] A

TELEGRAM AND TELEPHONE—Telegram—continued.

firm of shipbrokers signed a charterparty in the form "by telegraphic authority" of the charterer "as agent":—*Held*, that such a form of signature was intended to protect, and by custom did protect, the shipbrokers from any mistake in the telegram. Evidence to explain the meaning of this form of signature admitted. *LILLY, WILSON & Co. v. SMALES, EELES & Co.* - Denman J.

[1893] 1 Q. B. 456

2. — *Negotiation by telegram—Acceptance.* A. telegraphed to B., "Will you sell us B. H. P. ? Telegraph lowest cash price." B telegraphed in reply, "Lowest price for B. H. P. £900." A. telegraphed, "We agree to buy B. H. P. for £900 asked by you." B. did not reply:—*Held*, that there was no contract. The final telegram was not the acceptance of an offer to sell, as there was no offer to sell, only an offer to buy, the acceptance to which must be express. *HARVEY v. FACEY* - J. C. [1893] A. C. 552

Telephone Wire.

By the Telegraph Act, 1892 (55 & 56 Vict. c. 59), provision was made for the development of the telephonic system.

1. — *Electrical disturbances in wires of telephone company by operations of electric tramway.* A tramway co. acting under a provisional order of the Bd. of Trade confirmed by Act of Parliament, and using the best known system of electrical traction, caused electrical disturbance in the wires of a telephone co. acting under licence from the Postmaster-General:—*Held*, that the tramway co. were not liable for nuisance caused by exercise of their statutory authority to use electricity. *NATIONAL TELEPHONE Co. v. BAKER*

[Kekewich J. [1893] 2 Ch. 186

2. — *Notice determining tenancy of wire—Acceptance of rent.* In 1889 the N. Co. supplied a telephone wire and apparatus to K. for three years at a rent payable quarterly; upon the expiration of the term the parties continued the agreement by mutual consent. On Dec. 30, 1893, the last day of a quarter, the N. Co. gave notice terminating the agreement forthwith, and demanded rent up to Dec. 31, being one day beyond the quarter. The rent was paid and accepted by the N. Co. On motion to restrain the N. Co. from cutting the wire:—*Held*, that the agreement created the relation of landlord and tenant between the N. Co. and K., and therefore the acceptance of rent for a day beyond the notice determining the tenancy acted as a waiver of that notice. An injunction granted restraining the N. Co. from interfering with the wire and apparatus. Rules as to injunction ordering specific performance considered. *KEITH, PROWSE & Co. v. NATIONAL TELEPHONE Co.*

[Kekewich J. [1894] 2 Ch. 147

TENANT.

See LANDLORD AND TENANT, *passim*.

TENANT PUR AUTRE VIE.See *WILL—FORFEITURE*. 8.**TENANT BY THE CURTESY.**

1. — *Married Women's Property Act, 1882.* This Act does not deprive a husband of his rights as tenant by the curtesy in the wife's real estate not disposed of. *HORN v. HORN* (No. 2)

[*Stirling J. [1892] 2 Ch. 336*

2. — *Validity of lease by—Absence of notice.* A tenant by the curtesy purported to grant a building lease as absolute owner without any reference to the Settled Land Acts. There were no trustees for the purposes of the Acts, and consequently no notices were given as required by s. 45 of the Act of 1882:—*Held*, (1) that the lease could and did operate under the Settled Land Act, 1882, to convey the land within the meaning of s. 20, sub-s. 2, and was valid; (2) that the lessee having dealt with the lessor in good faith was protected by s. 45, sub-s. 2, as to the absence of trustees and want of notices. *MOGRIDGE v. CLAPP* — *Kekewich J. affirm. by C. A. [1892]*

[3 Ch. 383]

TENANT FOR LIFE.**Apportionment between Tenant for Life and Remainderman.**

1. — *Capital or income—Bonus dividend.* A bonus dividend was returned to the shareholders of a co. in the form of seventy-five fully paid new shares of £10 each. These new shares were sold for £1363:—*Held*, that £750 was income and the remainder of the £1363 capital. *In re NORTHAGE. ELLIS v. BARFIELD*

[*North J. [1891] W. N. 84*

2. — *Capital or income—Business carried on at a loss.* Apportionment between capital and income of yearly loss or profit in the case of a circus which had been taken on lease by testor., and proving unsaleable was carried on by exors. at a loss. *In re HENGLER. FROWDE v. HENGLER* (No. 1) — *Kekewich J. [1893] 1 Ch. 586*

3. — *Capital or income—Change of investments.* A tenant for life sold freehold ground rents, and invested the proceeds in long leaseholds, whereby the present income was increased at the expense of the reversion:—*Held*, that the income in excess of that received from the freehold ground rents must be treated as capital. *In re BOWYER'S SETTLED ESTATES*

[*Chitty J. [1892] W. N. 48*

4. — *Capital or income—Company—Profits not divided.* A testor. gave his estate on trust for conversion, with power to postpone conversion, and directed that interest produced in the interim should be treated as interest. He bequeathed, *inter alia*, certain £10 shares with £8 paid up to B. for life, with remainder to C. The co. was wound up and reconstructed, and paid £9 5s. for each share. The excess arose from profits retained to meet contingencies, and from profits in excess of £10 per cent. retained to make up dividends if they should fall below 5 per cent.:—*Held*, by C. A. (reversing *Chanc. of Lancaster*), that a tenant for life of shares has only a right to dividends and bonuses declared during his life, and that the excess price of £1 5s. per share was not income but capital. *In re ARMITAGE. ARMITAGE v. GARNETT* — *C. A. [1893] 3 Ch. 337*

TENANT FOR LIFE—Apportionment between Tenant for Life and Remainderman—contd.

5. — *Capital or income—Compensation moneys—Sale of Minerals.* Minerals were bought by a rivy., and the proceeds of sale were paid into Court. The tenant for life claimed the whole sum, or at least an apportioned part, on the ground that, being unimpeachable for waste, he might have gotten all the minerals in his lifetime:—*Held*, that as the case was governed by s. 69 of the Lands Clauses Act, 1845, there could be no apportionment of capital, and he was only entitled to the income. *In re ROBINSON'S SETTLEMENT TRUSTS* — *Chitty J. [1891] 3 Ch. 129*

6. — *Capital or income—Money paid under order of Court.* Where money had been paid under an order of Court which was reversed on appeal, and the money had been repaid without interest which was irrecoverable:—*Held*, that the tenant for life was entitled to a fair proportion thereof as income. *In re DUKE OF CLEVELAND'S ESTATE. HAY v. WOLMER. Kekewich J. [1895] 2 Ch. 542*

7. — *Capital or income—Shares issued as dividend.* Part of property in which A. had a life interest consisted of shares in a co.; the co. declared a dividend half of which could be taken in shares. The trustees exercised this option:—*Held*, that so much of the value of these latter shares as was deducted from the dividend on account of them was income and belonged to A., and that any balance of the proceeds of sale belonged to A.'s testor.'s estate as capital. *In re MALAM. MALAM v. HITCHENS* — *Stirling J. [1894] 3 Ch. 578*

8. — *Enjoyment of income in specie—Investments retained by trustees under discretionary powers.* A testor. gave his residuary estate to trustees upon trusts for sale and conversion, and empowered them in their absolute discretion to retain securities in their existing state of investment. The trustees retained certain bonds which were liable to be paid off at par at a future date, but of which the present value was considerably above par:—*Held*, there was a gift of the full income to the tenants for life. *In re THOMAS. WOOD v. THOMAS*

[*Kekewich J. [1891] 3 Ch. 482*

9. *Liability—Rent, repairs, and renewal fines—Leasehold house.* Where a testor. gave certain life interests in a leasehold house, and bequeathed his residuary personally upon trust to pay out of income the expenses, &c., of carrying out the trusts of the will:—*Held*, that the rent and expenses of repairs and insurance were payable out of the income of the residue, and that fines and expenses of renewal were payable out of the corpus and must be distributed amongst the beneficiaries of the house according to their enjoyment, to be ascertained on an actuarial calculation. The Trustee Act, 1888, does not alter the law as between tenant for life and remainderman. *In re BARING. JEUNE v. BARING*

[*Kekewich J. [1893] 1 Ch. 61*

10. — *Mining rents.* A testor. had agreed to grant mining leases. Dead rents had been paid and approaches made, but the leased coal was not actually reached until after testor.'s death:—

TENANT FOR LIFE—Apportionment between Tenant for Life and Remainderman—contd.

Held, that the dead rents paid and the royalties to be paid belonged to the tenant for life as income, although he was impeachable for waste. *In re KEMEYS-TYNTE. KEMEYS-TYNTE v. KEMEYS-TYNTE* - - North J. [1892] 2 Ch. 211

11. — *Mortgage.* Interest on a mortgage of a colliery being in arrear, testor. (the mortgagee) went into possession prior to the date of his will. His exors. commenced proceedings for foreclosure; a receiver was appointed who worked the colliery, and profits were made and paid into Court. A foreclosure decree was made, and the fund in Court transferred to the credit of the administration action, and apportioned as between capital and income, as follows: The amount which, with interest at 4 per cent. from testor's death to date of transfer to credit of this action, equalled the fund transferred to be deemed capital, the remainder of the fund to go to the tenants for life. *In re GODDEN. TEAGUE v. FOX* - - North J. [1893] 1 Ch. 292

12. — *Premiums—Mortgage debt.* Where trustees paid premiums on a mortgaged policy on a life, and interest on the mortgage out of income, and the life fell in:—*Held*, that the tenant for life was entitled to be recouped the amount of income so expended with interest at 4 per cent. out of the property preserved by the expenditure—that is the surplus policy money—after deducting the mortgage, and that the balance must be apportioned between capital and income according to the rule in *Chesterfield's Case* (24 Ch. D. 643). *In re MORLEY. MORLEY v. HAIG* - - Kekewich J. [1895] 2 Ch. 738

13. — *Presumption of intention to keep alive charge—Relation of parent and child.* The presumption that a tenant for life, who pays off a charge on the inheritance, intends to keep the charge alive for his own benefit is not rebutted by the mere fact that the relation of parent and child subsists between the tenant for life and the remainderman. *In re HARVEY*

[C. A. [1895] W. N. 161 (12)]

14. — *Profits of business pending sale under trust for sale.* A business was bequeathed to trustees on trust for sale, with power in their absolute discretion to postpone sale, and directions pending sale to pay the profits to the same persons and in the same manner as income for the trust estate:—*Held*, that the whole income arising from the business was payable to the tenant for life. *In re CROWTHER. MIDGLEY v. CROWTHER* - - Chitty J. [1895] 2 Ch. 56

15. — *Rate of interest.* In calculating between tenant for life and remainderman the apportionment of an unconverted reversionary interest which has fallen in, the time has arrived to take interest at 3 per cent. instead of 4 per cent. as formerly.

(A) *In re GOODENOUGH. MARLAND v. WILLIAMS* - - Kekewich J. [1895] 2 Ch. 537

(B) *In re DUKE OF CLEVELAND'S ESTATE. HAY v. WOLMER* Kekewich J. [1895] 2 Ch. 542

16. — *Reversionary property—Conversion—Discretionary power of sale in trustees.* A testator, by a will in the Scotch form, gave his whole

TENANT FOR LIFE—Apportionment between Tenant for Life and Remainderman—contd.

means and estate, real and personal, to trustees, upon trust *inter alia*, to pay over to his mother, in the event of her surviving him, during her life the whole interest, dividends, and other annual produce of the trust estate under their management. And gave the trustees full power, if and when they should consider it expedient, to sell all or any part of his estate and effects, and to reinvest. Part of the testator's property consisted of a reversionary interest under his mother's marriage settlement, by which she was tenant for life, with remainder to him. The testator died in 1880, and the mother in 1894 without the trustees having converted the reversionary interest:—*Held*, that the discretionary power of sale given by the will to the trustees excluded the application of the rule in *Howe v. Earl of Dartmouth* (7 Ves. 137 a), and that the personal representative of the mother was not entitled to the income which would have arisen from the proceeds of the sale of the reversionary interest in case it had been sold immediately after the death of the son. *In re PITCAIRN. BRUNDRETH v. COLVIN* - - North J. [1895] W. N. 139 (11)

17. — *Sale of company's undertaking.* A co. sold its undertaking for a sum which, after deducting an amount equivalent to its paid-up capital, left a large surplus:—*Held*, that this surplus was income and not an accretion to capital. *LUBBOCK v. BRITISH BANK OF SOUTH AMERICA* - - Chitty J. [1892] 2 Ch. 198

18. — *Trust for immediate conversion.* Trust after the death of A. for immediate conversion of realty with no power to postpone sale. Income of property when sold and invested to go to B. for life. B. died before the property was sold. The property was sold without undue delay. Question to whom belonged the rents received between the death of A. and the sale:—*Held*, that notwithstanding the absence of any power to postpone the sale or any direction as to the interim rents, the whole rents between the deaths of A. and B. belonged to B.'s personal estate. *HOPE v. D'HÉDOUVILLE*

[Kekewich J. [1893] 2 Ch. 361]

19. — *Unauthorized securities—Rate of interest.* Notwithstanding the current rate, 4 per cent. is payable to a tenant for life in respect of unauthorized or wasting securities. *NICHOLSON v. NICHOLSON* - - Kekewich J. [1895] W. N. 106

20. — *Waste—Timber—Cleansing pond.* A tenant for life of "a timber estate," i.e., an estate in which income has been regularly derived by the periodical felling of timber trees, is not impeachable for waste for selling the timber, notwithstanding that the trees felled (in this case beech trees) are "timber" by the custom of the county.

Cleansing a lake or pond is not a duty imposed on a tenant for life by the ordinary repairing clause in a will. *DASHWOOD v. MAGNIAC* (No. 1)

[Chitty J. affirm. by C. A., Kay L.J. diss. [1891] 3 Ch. 306]

21. — *Wasting securities—Gift in specie—Sale.* A testator, gave his residuary estate to his wife for life, with a gift over. Part of the residue

TENANT FOR LIFE—Apportionment between Tenant for Life and Remainderman—*contd.*

consisted of consolidated and preference stock of a gas co. which stood at 100 per cent. premium; testor. had made the investment himself:—*Held*, (1) that to entitle the wife to the income of the fund as it stood something equivalent to a specific gift was required; (2) that the trustees must put a value on the stock and pay the wife 4 per cent. on it, invest the surplus income and pay the interest thereon to the wife, the *corpus* to belong to the remainderman. *In re EATON. DAINES v. EATON* - - *Kekewich J. [1894] W. N. 95*

Liabilities.

— *Consent to breach of trust.*

See TRUSTEE—DUTIES AND LIABILITIES

— *Breach of Trust.* 11, 12, 15, 16.

Powers.

— *Persons having powers of.*

See PRACTICE—COSTS—Set of Costs.

— *Powers under Settled Land Acts.*

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life.

TENANT IN COMMON.

— *Joint tenant or tenant in common.*

See WILL—LAPSE. 3.

— *Legacy.*

See WILL—LAPSE. 5.

— *Mortgaged interests.*

See MORTGAGE—REDEMPTION. 4.

Parties to action—Damage to reversion—Breach of covenant—Severance of reversion—Covenant running with land.] A reversion of a lease was devised to tenants in common. The interest of one tenant was vested in the *pltf.*, the lease was vested in *def.*:—*Held*, that the *pltf.* could sue both for damage to the reversion, and for breach of covenant without joining the other tenants in common. *ROBERTS v. HOLLAND* [Div. Ct. [1893] 1 Q. B. 685]

— *Partition.*

See PARTITION.

— *Property held in common by partners.*

See PARTNERSHIP—Property. 3.

TENANT IN TAIL.

1. — *Base fee—Fee simple absolute—Acknowledgment by married women.*] A base fee in remainder created by vendors when spinsters can be turned into a fee simple absolute by the vendors, if married after the Married Women's Property Act, 1882, without acknowledgment or the concurrence of the husbands. *In re DRUMMOND AND DAVIE'S CONTRACT* - - *Chitty J. [1891] 1 Ch. 524*

2. — *Limitations of real estate—Postponement clause—Estate "in defeasance of" estate tail—Fines and Recoveries Act, 1833, s. 15.*] Lands were devised in trust for A. for life, remainder to his first and other sons in tail male, similar remainder to B. and C. and their sons successively, with a proviso that upon the happening of a certain event the trusts in favour of B. and his sons "should thereafter be postponed to and take effect in remainder immediately after" the trust in favour of C. and his sons. With the consent of A. (the tenant for life in possession) B. and

TENANT IN TAIL—*continued.*

his eldest son executed a disentailing deed, conveying the lands in fee simple. Subsequently, during the life of A., the certain event occurred:—*Held*, that the estate limited to C. and his sons on the occurrence of the certain event was an estate "in defeasance of" and not "prior to" that of B. and his sons, and therefore that the estate of C.'s eldest son was barred under the statute by the disentailing deed. *MILBANK v. VANE*

[C. A. affirm. *Kekewich J. [1893] 3 Ch. 79*

3. — *Personalty—Gift in default of issue—Perpetuity.*] L. bequeathed personalty to P. for life with remainder to his first and other sons in tail male, and in default of such issue to the sons of three ladies, E., M., and F., successively in tail male:—*Held*, that as the personalty could not vest, if at all, in any person who would not come into existence within a life in being at the time of the death of L., the gift was not void as infringing the rule against perpetuities. Application of this principle to successive limitations, in the forms properly applicable to real estate, of property erroneously supposed by the testator to be unconverted, but in fact converted into personalty. *In re LOWMAN. DEVENISH v. PESTER* [C. A. revers. *Kekewich J. [1895] 2 Ch. 348*

TENURE OF OFFICE.

See CROWN (PREROGATIVE). 4.

TENDER.

— *in Admiralty actions.*

See SHIP—ADMIRALTY PRACTICE—Tender.

— *Bill of sale.*

See BILL OF SALE—SEIZURE. 2.

Conditional tender—Tender under protest.] Although a conditional tender is not good, a tender under protest, reserving the right of the debtor to dispute the amount due, is a good tender, if it does not impose any conditions on the creditor:—*Held*, therefore, that a tender to mortgagees in possession, reserving the right to tax their costs and to review their account was a good tender. *GREENWOOD v. SUTCLIFFE*

[C. A. revers. *Stirling J. [1892] 1 Ch. 1*

TERM FEES.

See SOLICITOR—BILL OF COSTS—General. 1.

TERRITORIAL COURTS.

— *Jurisdiction of, under International treaties.*

See FOREIGN JURISDICTION.

TESTAMENTARY CAPACITY.

See PROBATE—TESTAMENTARY CAPACITY.

TESTAMENTARY PAPERS.

See PROBATE—GRANT OF PROBATE. 23.

THAMES.

Conservancy and Navigation.

By the Thames Conservancy Act, 1894 (57 & 58 Vict. c. clxxxvii.), the whole of the public and local Acts relating to conservancy and navigation were consolidated, and the constitution and powers of the Conservators were amended.

O. in C. dated Aug. 5. 1892, approving Bye-laws made by the Thames Conservancy. St. R. & O. 1892, p. 934.

THAMES—Conservancy and Navigation—contd.

The Thames Fishery Bye-laws, 1893, dated Aug. 26, 1893. St. R. & O. 1893, p. 636.

1. — *Election—Returning officer—Proxy—Judicial act—57 & 58 Vict. c. clxxxvii.* At an election of conservators by shipowners, the returning officer received and counted proxies given by bodies corporate to electors not being their shareholders or officers:—*Held*, that the only way in which a corporation could vote by proxy was by a shareholder or officer, and therefore the proxies were wrongly received, but that under s. 23 of the Thames Conservancy Act, 1894, the returning officer had acted judicially and the return was conclusive:—*Held*, also, that the wrong reception of the proxies was an “error or irregularity” within s. 25, and therefore could not invalidate the election. REG. v. SAMUEL

[Div. Ct. [1895] 1 Q. B. 815

2. — *Liability to abate nuisance on foreshore of Thames—54 & 55 Vict. c. 76, s. 4, sub-s. 1, 3 (b).* Under their Acts the Thames Conservancy are owners of the soil and sub-soil of the river for certain specified purposes only, and are not owners for the purposes of s. 4 of the Public Health (London) Act, 1891. THAMES CONSERVANCY v. LONDON PORT SANITARY AUTHORITY

[Div. Ct. [1894] 1 Q. B. 647

3. — *Thames Navigation Bye-laws—Contributory negligence.* A tug negligently managed came into collision with a ship and was damaged by her anchor, which, by the order of a compulsory pilot, was in a position contrary to Thames bye-law No. 20. Those on the tug knew of the anchor's position, but there was no time for those in the ship, when the collision appeared imminent, to remove the anchor:—*Held*, (1) that the owners of the ship were not responsible for the breach of the bye-law by the pilot's orders; (2) that the tug by ordinary care might have avoided the collision. The Thames bye-laws differ from the Collision Regs. in that breach of the latter involves liability when the contravening vessel can prove that the breach could not possibly have caused the collision, whereas under the former it must be shewn that the breach contributed to the collision. THE “MONTE ROSA” - G. Barnes J. [1893] P. 23

4. — *Thames Navigation Bye-laws, 1887, art. 18—Side lights.* A steam-vessel which throws herself athwart the navigable channel and stops her way is “not under command” within art. 18 of the Thames bye-laws, 1887, and must sound her whistle as prescribed by that article. A steam-vessel must take in her side lights as soon as she rides to her anchor, and if over 150 ft. long must, under art. 7 (c) of the bye-laws of 1892, exhibit a second riding light. THE “WEGA” - Bruce J. [1895] P. 156

5. — *Thames Navigation Bye-laws, 1872, r. 20—Stock awash.* (A) An anchor hanging from the hawse shackle or ring awash, held not to be hanging stock awash within r. 20. THE “J. R. HIND” - Jeune J. [1892] P. 231

(B) An anchor hanging from the hawse pipe held not to be hanging stock awash within r. 20. THE “DUNSTANBOROUGH”

[Jeune J. [1892] P. 363, n. 2.

6. — *Thames Navigation Bye-laws, 1887,*

THAMES—Conservancy and Navigation—contd.

arts. 17, 18—Turning ship. A ship in the Thames when turning round and also reversing her engines must give the four blasts of the steam whistle required by art. 18 for vessels turning round. It is not sufficient to give the three blasts ordered by art. 17 (c) for vessels reversing. THE “NEW PELTON”

[Jeune J. [1891] P. 263

7. — *Waterman's and Lighterman's Act—Bye-laws—Look-out.* Bye-law 99, made under the Waterman's and Lighterman's Amendment Act, 1859 (22 & 23 Vict. c. cxxxiii.), which requires that a proper look-out should be kept from the bow of any steamer navigating the Thames, is not repealed by bye-law 36 made under the Thames Conservancy Act, 1864, which merely requires that a “proper look-out” should be kept. GOSLING v. GREEN - Div. Ct.

[1893] 1 Q. B. 109

THEATRE.

— Crowd before.

See NUISANCE—What amounts to. 7.

— Construction of.

See LONDON COUNTY — MUSIC AND DANCING.

— Rents and profits.

See PRACTICE — RECEIVER — Equitable Execution. 1.

THEATRICAL ENGAGEMENT.

— Breach of contract.

See PRACTICE—INJUNCTION. 4.

THEFT.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 2, 3, 6, 7, 8.

— by servant of railway company.

See RAILWAY—NEGLIGENCE. 1.

THELLUSON ACT.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 29.
WILL—ACCUMULATIONS. 1.

THIRD PARTY.

See PRACTICE — THIRD PARTY PROCEDURE.

SHIP — ADMIRALTY PRACTICE — Third Parties.

THREATS.

— Demanding money by.

See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 1.

— of proceedings as to infringement of patent.

See PATENT—Threats.

— of proceedings—Offer of terms.

See PRACTICE—INJUNCTION. 35.

THREE COUNSEL.

See PRACTICE—COSTS—Counsel's Fees. 2.

THROUGH TRAFFIC.

See RAILWAY AND CANAL COMMISSION. 8, 9.

THURSO.

See SHIP—PILOTAGE—Bye-laws.

TICKET.

— Passenger's.

See RAILWAY—PASSENGER. 2—4.

TIMBER.

Right of tenant as to felling timber. A tenant for life of "a timber estate," i.e., an estate in which income has been regularly derived by the periodical felling of timber trees, is not impeachable for waste for selling the timber, notwithstanding that the trees felled, in this case beech trees, are "timber" by the custom of the county. The meaning of "timber estate," "timber," "seasonable wood," "silva cædua," and "cop-pice" discussed. *DASHWOOD v. MAGNIAC* (No. 1) [Chitty J. affirm. by C. A. (Kay L.J. diss.)] [1891] 3 Ch. 306

TIME.

- for Appeal to Court of Appeal.
See PRACTICE—APPEAL—Appeals to Court of Appeal. 35—40.
- for Appeal from County Court.
See COUNTY COURT—Appeal. 4, 9.
- for Appeal to House of Lords.
See HOUSE OF LORDS—Practice. 4, 5.
- in Bankruptcy Proceedings.
See BANKRUPTCY—PETITION. 2.
- Computation "from" Nov. 24, 1887—Day excluded.
See INSURANCE—ACCIDENT. 2.
- Computation—Calendar month.
See SUMMARY PROCEEDINGS—Jurisdiction and Practice. 1.
- Expiry of prescribed time.
See CANADA—LAW OF CANADA—Provincial Law—Quebec. 4.
- Extension of.
See COMPANY—MEMORANDUM—Alteration of Memorandum. 11, 12.
- Limitation of action.
See HIGHWAY—Repairs. 1.
LIMITATION OF TIME.
LIMITATIONS, STATUTE OF.
POOR—Guardians.
- giving time to Principal.
See PRINCIPAL AND SURETY—Discharge. 3, 4.
- Revivor of action.
See PRACTICE—REVIVOR. 3.
- for Summons before justices.
See SUMMARY PROCEEDINGS—Jurisdiction and Practice. 1, 8, 9.
WATER—Supply under Waterworks Clauses Act. 10.

TIME TABLES.

See COPYRIGHT—Book. 6.

TIPSTAFF.

Historical note by Master Jenkins as to the office of tipstaff. *G. v. L.* [1891] 3 Ch. 128, n.

TITHE.

By the *Tithes Act*, 1891 (54 & 55 Vict. c. 8), better provision was made for the recovery of tithe rent-charge in England and Wales.

The *Tithe Rent-charge Recovery Rules*, 1891, made under the *Tithes Act*. St. R. & O., 1891, p. 1194.

Report dated Feb. 18, 1892, of the Royal Commission on the redemption of tithe rent-charge. *Parl. Paper*, 1892 [C. 6006]. Price 1½d.

1. — Deduction by tenant of tithe rent-charge

TITHE—continued.

from rent—6 & 7 Will. 4, c. 71, s. 80.] Each deduction in respect of a payment of tithe rent-charge under s. 80 of the *Tithe Act*, 1836, should be made from the next payment of rent, and cannot be brought into account in the payment of any subsequent rent. *DAVES v. THOMAS*

[C. A. [1892] 1 Q. B. 414

2. — *Extraordinary tithe rent-charge, charge in lieu of—Hop-ground part of farm—Sale in portions—Hop-ground only chargeable—49 & 50 Vict. c. 54, ss. 1-4.* After the passing of the Extraordinary Tithe Redemption Act, 1886, but before the Land Commrs. made their certificate, A. sold a part of a farm including fifteen acres of hop-ground to B., and the rest of the farm, no part of which was hop-ground, to others. After the value of the charge was ascertained, B. sought to recover a proportionate part of the same from one of the other purchasers:—*Held*, that the hop-ground only was chargeable under the Act of 1886, and that the debt was consequently not liable to pay any portion of the charge. *SIMMONDS v. HEATH* — C. A. [1894] 1 Q. B. 29

3. — *Income Tax—Assessment for occupation of lands—Right of appeal—54 & 55 Vict. c. 8, s. 8.* Sect. 8, sub-s. 3, of the *Tithe Act*, 1891, gives a right of appeal to the owner of tithe rent-charge (where the assessment on land made by the surveyor for Sch. B. of the *Income Tax Act*, 1853, has been reduced by the Commrs. on appeal by the occupier) to such an extent that the tithe rent-charge exceeds two-thirds of the annual value of the land and becomes liable to reduction under s. 8, sub-s. 1. *REG. v. COMMISSIONERS OF TAXES FOR BARSTAPLE DIVISION OF ESSEX*

[Div. Ct. [1895] 2 Q. B. 123

4. — *Land tax.* The annual rent-charge, payable under the Extraordinary Tithe Redemption Act, 1886, in lieu of the extraordinary charge previously leviable on hop-grounds, orchards, &c., is not liable to land tax. *CARR v. FOWLE*

[Div. Ct. [1893] 1 Q. B. 251

5. — *Occupier's liability notice.* On an application by a landowner for a certificate under s. 2, sub-s. 6, of the *Tithe Act*, 1891, excusing him from not having served on the titheowner an occupier's liability notice, it is not necessary to shew the liability of the occupier to pay tithe under a contract made before the Act. *In re TITHE ACT*, 1891. *HUGHES v. RIMMER*

[Div. Ct. [1893] 2 Q. B. 314

6. — *Rates—Arrears due before Tithe Act, 1891—Deductions.* The occupiers of land, out of which a tithe rent-charge issued, paid on demand of the overseers arrears of rates due before the *Tithe Act*, 1891. The landowner allowed the amounts so paid to be deducted from the rent, and he now sought to deduct the amount so allowed from the next payment of tithe:—*Held*, that he could not make any deduction because s. 6 of the *Tithe Act*, 1891, had taken from the occupiers all liability for rates on tithes and had put it on the titheowner. The payments of the occupiers were therefore voluntary payments which they were not entitled to deduct from their rent, and consequently the allowances by the landowner were also voluntary, and he

TITHE—*continued.*

could not deduct them from the tithe. *In re* *TITHE ACT, 1891.*

(A) *ROBERTS v. POTTS* - - - Div. Ct.

[[1893] 2 Q. B. 33; C. A. affirm.]

[Div. Ct. (Kay L. J. diss.)

[[1894] 1 Q. B. 213

(B) *JONES v. COOKE* C. A. [1894] 1 Q. B. 213

7. — *Redemption money.* A County Court has jurisdiction under s. 10, sub-s. 4, of the Tithe Act, 1891, to make an order for recovery of redemption money and expenses. *REG. v. PATERSON* - - - Div. Ct. [1895] 1 Q. B. 31

TITLE

See VENDOR AND PURCHASER—Title.

— Implied covenant for.

See LANDLORD AND TENANT—LEASE. 48.

— Question of.

See COUNTY COURT—Jurisdiction. 17.

— to Shares.

See COMPANY—SHARES—Title.

TITLE DEEDS.

— Pledging by agent.

See PRINCIPAL AND AGENT—Authority of Agent. 1.

— Right to possession.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 6.

— Sale of leaseholds.

See VENDOR AND PURCHASER—Title. 9.

— of Trustees, Custody of.

See TRUSTEE—DUTIES AND LIABILITIES—Custody of Title Deeds, &c. 1.

TOBAGO.

See TRINIDAD AND TOBAGO.

TOLLS.

See RATES—Rateable Occupation. 5.

— Railway.

See RAILWAY AND CANAL COMMISSION. 1, 8—12.

TOMB.

— Repair of.

See CHARITY—GIFT TO CHARITY. 6.

TONNAGE.

— Measurement of.

See SHIP—OWNER'S LIABILITY—Limitation of Liability. 2—5.

TORT.

— *Accident at shooting party.*

See TRESPASS TO THE PERSON.

Action founded on tort—Personal injury—Negligence—County Courts Act, 1888, s. 116. An action against a railway for personal injuries caused by the negligence of the co.'s servants brought by a passenger is founded on tort and not on contract.

(A) even though the passenger has taken a ticket. *TAYLOR v. MANCHESTER, SHEFFIELD AND LINCOLNSHIRE RAILWAY* C. A. [1895] 1 Q. B. 134

(B) whether the negligence is an act of omission or an act of commission amounting to misfeasance. *KELLY v. METROPOLITAN RAILWAY*

[C. A. [1895] 1 Q. B. 944]

TORT—*continued.*

— *Action for, money recovered by wife in.*

See MARRIED WOMAN — PROPERTY—Generally. 6.

— *Joint.*

See SHIP—ADMIRALTY PRACTICE—Joint Tortfeasors.

— *Joint Contribution.*

See SCOTTISH LAW—Joint Delinquents.

— *Counter-claim for slander.*

See COUNTY COURT—Transfer and Remittal. 2.

— *Service out of jurisdiction.*

See PRACTICE—SERVICE—Out of the Jurisdiction. 25, 26.

TOWAGE CONTRACT.

See SHIP—WRECK AND SALVAGE. 12.

TOWER OF LONDON.

See LONDON COUNTY.

ADMINISTRATION OF JUSTICE — Sessions.

TOWN COUNCILLOR.

— Imputation of unfitness for office.

See DEFAMATION—SLANDER. 1, 2.

TRACTION ENGINE.

See HIGHWAY—Repairs. 7.

LOCOMOTIVE.

TRADE.

— Assessing profits of.

See INCOME TAX. 5—10.

TRADE, BOARD OF.

See BOARD OF TRADE.

TRADE FIXTURES.

1. — *Contract for erection of trade machinery to be paid for by instalments.* A co., lessees of a colliery, mortgaged it together with all machinery then standing or thereafter to be erected, and subsequently entered into a contract for the erection of machinery to be paid for by instalments, such machinery to remain the property of the vendors until fully paid for. On the failure of the mortgagor to pay the instalments the vendors were held entitled to remove their machine notwithstanding proceedings by the mortgagees to enforce their security. *CUMBERLAND UNION BANKING Co. v. MARYPORT HEMATITE IRON AND STEEL Co. In re MARYPORT HEMATITE IRON AND STEEL Co.*

[North J. [1892] 1 Ch. 415]

2. — *Mortgage of land together with fixed machinery — Non-registration — Invalidity.* A millwright conveyed to a bank, by way of mortgage, to secure advances by them, certain lands, "together with all and singular the fixed and moveable plant, machinery and fixtures, &c., now or hereafter fixed to or placed upon or used in or about the said hereditaments." The deed, which was not registered as a bill of sale, contained a covenant by the mortgagor to keep "the said plant, machinery and fixtures," &c., in good repair and insured against fire. There was upon the mortgaged premises fixed machinery which was trade machinery within the Bills of Sale Act, 1878:—*Held*, that the deed was void as an unregistered bill of sale with respect to the machinery, and that the mortgagees could not sell it either

TRADE FIXTURES—continued.

together with or without the lands mortgaged.
SMALL v. NATIONAL PROVINCIAL BANK OF ENGLAND - - - *Stirling J. [1894] 1 Ch. 686*

3. — *Purchase and hire agreement—Rights of mortgagee against owner of fixtures.* By leaving a mortgagor in possession the mortgagee impliedly authorizes him to carry on his business and to hire and bring in such fixtures as are necessary for his trade, and agree with the owners as to their removal.

A. held a nursery garden under lease from B. and agreed with C. to supply him with hot water apparatus on the hire and purchase system for a sum payable by instalments; the apparatus to remain C.'s property until payment of the last instalment, and on default of payment C. to be at liberty to remove the same. B. joined in the agreement (which was not under seal) to enable C. to do this. Afterwards A. mortgaged his land to D. who had no notice of the agreement. After the mortgage, C., who had no notice thereof, set up the apparatus which was fixed in brickwork:—*Held*, that C. was entitled to remove the apparatus on default of payment by A. *GOUGH v. WOOD* - - - *O. A. [1894] 1 Q. B. 713*

TRADE LIBEL.

See DEFAMATION—LIBEL. 24-26.
 PRACTICE—INJUNCTION. 36.

TRADE-MARK.

Fees, col. 901.

Infringement, col. 901.

International and Colonial Arrangements, col. 902.

Merchandise Marks, col. 902.

Registration, col. 902.

TRADE-MARK FEES.

Treas. O. dated Dec. 14, 1892, under s. 3 of the Public Offices Fees Act, 1879, as to the taking of fees by stamps. [1893] W. N. (Appx. of O. & R.) p. 36; St. R. & O. 1892, p. 661.

TRADE-MARK—INFRINGEMENT.

1. — *Costs—Innocent dealer.* Where a retail trader innocently buys and sells a small quantity of goods which turn out to be an infringement of a trade-mark he will not be liable, as a matter of course, for the costs of an action for infringement. *THE AMERICAN TOBACCO CO. v. GUEST*

[*Stirling J. [1892] 1 Ch. 630*

2. — *Fancy word—Shakespeare.* Shakespeare as applied to cigars is not a fancy word not in common use. *In re BANKS AND JAMES' TRADE MARK Chitty J. [1895] W. N. 116 (14)*

3. — *Unregistered trade-mark.* R. made and sold belting called R.'s "Camel-hair Belting," but had not registered a trade-mark: B. sold similar belting called "B.'s Camel-hair Belting." In action by R. for infringement, R. gave evidence that their belting was alone known to the trade as "Camel-hair," but none that B. had sold their belting as R.'s. R. was non-suited:—*Held*, that the proper questions for the jury were (1) whether "camel-hair belting" had acquired in the trade the meaning of belting made by R.; (2) whether B.'s description of their belting would induce purchasers to believe it was made

TRADE-MARK—INFRINGEMENT—continued.

by R. *REDDAWAY v. BENTHAM HEMP-SPINNING CO.* - - - *O. A. (A. L. Smith, diss.) [1892] 2 Q. B. 639*

4. — *Wrappers—Purchase of same article from same manufacturer and resale in special wrapper.* If A. and B. purchase the same article in bulk from the same manufacturer, and A. places it on the market in a special wrapper which has become well known in the trade, B. will be restrained from using a similar wrapper. *KNORR v. MARSHALL* - *Chitty J. [1894] W. N. 214*

TRADE-MARK—INTERNATIONAL AND COLONIAL ARRANGEMENTS.

O in C. have been issued of the undermentioned dates during the years 1891-5, applying certain provisions of the Patents, Designs, and Trade Marks Act, 1883, as to Trade-marks to the following Foreign Countries and Colonies; references are appended to the Volumes of Statutory Rules and Orders in which these O. in C. are printed at length:—

Denmark, Nov. 20, 1894. 1894, p. 56.

Ecuador, May 16, 1893. 1893, p. 65.

Greece, Oct. 15, 1894. 1894, p. 57.

Roumania, Aug. 5, 1892. 1892, p. 650.

Tasmania, Apr. 30, 1894. 1894, p. 54.

Western Australia, May 11, 1895. No. 245.

Zanzibar, May 16, 1893. 1893, p. 405.

O. in C., dated Feb. 2, 1895, declaring that the provisions of the Patents, &c., Acts, 1883 to 1888, shall cease to apply to Guatemala. St. R. & O. 1895, No. 62. Price 1d.

[*For reference to all previous O. in C. as to Trade Marks, see the "Index to Statutory Rules and Orders" (1893 edit.) St. O. P. Price 10s.*]

TRADE-MARK—MERCHANDISE MARKS.

By the Merchandise Marks Act, 1891 (54 & 55 Vict. c. 15), the Act of 1887 was amended as to customs entry, and as to official prosecutions.

Regs. of the Bd. of Agric., dated Oct. 27, 1894, as to prosecutions under the Act. St. R. & O. 1894, p. 276.

False trade description—Description in invoice delivered with goods. In an invoice delivered with beer the casks were described as "barrels." One cask contained less than a "barrel" of beer should contain, viz., thirty-four instead of thirty-six gallons. The justices dismissed the case on the ground that the mere delivery of an invoice was not an application of a false trade description to the cask:—*Held*, that the description of the cask in the invoice was not the less applied to the cask within the meaning of s. 2, sub-s. 1 (d) of the Merchandise Marks Act, 1887, because the invoice was not physically attached to the cask. Case remitted. *BUDD v. LUCAS*

[*Div. Ct. [1891] 1 Q. B. 408*

TRADE-MARK—REGISTRATION.

1. — *Alteration—Misnomer—"Patent."* An application under s. 92 of the Patents, &c., Act, 1883, to alter a registered mark by striking out the word "patent" (no patent existing for the article sought to be protected) refused. Whether s. 92 includes an old mark, *quære*. *In re ADAMS' TRADE-MARK* - *Kekewich J. [1892] W. N. 40*

[*See In re Phillip's Trade-mark [1891] 3 Ch. 139, below, No. 3.*]

TRADE-MARK—REGISTRATION—continued.

2. — *Alteration—Non-essential particular—Old mark.*] A co. had carried on business at M. and B., but were about to give up their works at B.; both M. and B. appeared upon the marks, which were old marks. They were allowed to omit the reference to B. *In re BURHAM BRICK, LIME, AND CEMENT CO.'S TRADE-MARKS*

[*Stirling J.* [1892] W. N. 134

3. — *Alteration—Old mark.*] The Court refused to allow registered marks to be altered by striking out the words "trade mark," (1) because the marks being old marks ought to be registered just as they were used, prior to Aug., 1875, and (2) because in the old marks as registered there had been an indication of claiming only the device on the label rather than the label as a whole. *In re PHILLIP'S TRADE-MARK*

[*Chitty J.* [1891] 3 Ch. 139

4. — *Alteration—Old marks.*] An old mark ought to be kept registered just as it was used, in the absence of special circumstances necessitating an alteration, as, for example, where the proprietors are converted into a limited co., and would be obliged to give up the mark altogether unless they were permitted to add the word "Limited" to their names. Mere transmission of title does not render an alteration (e.g. of the initials forming part of the mark) in any way necessary. *In re HENRY CLAY AND COOK & CO.*

[*Per Kekewich J.* [1892] 3 Ch. 549

5. — *Alteration—Proprietor's name.*] Firm becoming a limited co. Leave given to alter the register by adding the word "Limited" to the firm's trade marks. *In re BURKE'S TRADE-MARKS*

[*North J.* [1891] W. N. 2

6. — *Alteration—Terms.*] The Court allowed a registered mark to be altered by expunging the words "trade mark" on condition that it was made quite clear, on registering the alteration, what part of the mark was essential, and disclaiming exclusive right to the added matter if any. *In re COLMAN'S TRADE-MARKS (No. 1)*

[*Kekewich J.* [1891] 2 Ch. 402

[*Note.*—This case was distinguished by *Chitty J.* in *In re PHILLIP'S TRADE-MARKS*, [1891] 3 Ch. 139, No. 3, above.]

7. — *Amendment of application—Old mark—Disclaimer—User.*] The Court cannot amend an application under s. 69 of the Act of 1883, by directing the controller to proceed with the registration of the essential part of a proposed trade-mark. An "old mark" to be registered must be the whole mark used prior to Aug. 13, 1875. An originally defective or wrongful application cannot be corrected by subsequent disclaimer:—*Semble*, a title by user cannot be acquired in a mark used for transhipment only. *In re MEEUS APPLICATION* - - - *Chitty J.* [1891] 1 Ch. 41

8. — *Class—Registration for entire class—User for part of class.*] Registration of a trade-mark for an entire class, does not give an exclusive right to use it for every article in that class if it has been only used for one article in the class. *HABGREAVE v. FREEMAN* - - - *Chitty J.*

[[1891] 3 Ch. 39

TRADE-MARK—REGISTRATION—continued.

9. — *Disclaimer—Injunction.*] A trader registered a trade-mark consisting in part of his initials, but disclaimed the exclusive use of the letters:—*Held*, that the disclaimer alone was sufficient ground for the Court to refuse an interim injunction to restrain another trader from using the letters on the same class of goods. *ROSENTHAL v. REYNOLDS*

[*North J.* [1892] 2 Ch. 361

10. — *Disclaimer—Label.*] A label was registered, having on it the words "Smokeless Powder Company, Limited," and an application was made to compel disclaimer of the words "Smokeless Powder"—*Held*, that the words in question not being distinctive words, nor "calculated to deceive" within s. 73 of the Patents Act, 1883, and further being contained in a distinctive label registered as a whole, need not be disclaimed. *In re SMOKELESS POWDER COMPANY'S TRADE-MARK* - - - *Chitty J.* [1892] 1 Ch. 590

11. — *Distinctive words—Passing off goods as those of another trader.*] *Held*, by *Kekewich J.*, that a trade-mark consisting of the words "John Bull Brand" should not have been registered:—*Held*, by *C. A.* (reversing *Kekewich J.*), that prior use of distinctive words forming part of a trade-mark by a third party, which use had ceased before action brought, does not bind the Court to expunge the distinctive words on the application of an unmeritorious applicant; and that the registered owner was entitled to an injunction against infringement. Principles on which the Court exercises the discretion conferred by the Patents Act, 1883, considered. *PAINE & CO. v. DANIELLS & SONS' BREWERIES. In re PAINE & CO.'S TRADE-MARKS*

[*C. A.* [1893] 2 Ch. 567

12. — *Distinctive words—Resemblance to mark already registered.*] L. applied in 1887 for the registration of a trade mark. The application was accepted; but L.'s agent omitting to pay the fee, the mark was not registered. In 1889 H. registered a mark which like L.'s mark contained the words "Unco guid." In 1893 L. discovered that his mark was unregistered, and applied to have it registered. The comptroller refused the application on the ground that L.'s mark was too like H.'s:—*Held*, that L.'s mark ought to be registered; L.'s *bona fides* being apparent, and the only resemblance between the marks being the use of the words "Unco guid," while both L. and H. had disclaimed the exclusive use of these words:—*Held*, also, that the non-completion of the registration under the first application was not a bar to the making of a second. *In re LOFTUS' TRADE-MARK* - - - *North J.*

[[1894] 1 Ch. 193

13. — *Distinctive words—"Stone Ale"—Rectification—Injunction.*] Action by a brewer at Stone, Staff., to restrain the defts., who had also built a brewery at Stone, from selling their beer as "Stone Ale," and from infringing their trade-mark. The Court of Appeal, holding that the words "Stone Ale" were not distinctive words, ordered the trade-mark to be removed from the register, but granted an injunction to restrain the deft. from using the words "Stone Ale" so as to

TRADE-MARK—REGISTRATION—continued.

represent his ale to be that of the pliff. *In re JOULE'S TRADE-MARK. THOMPSON v. MONTGOMERY* [C. A. 41 Ch. D. 35; *affirm.* by H. L. (E.)] [1891] A. O. 217

14. — *Essential particulars—Disclaimer of added matter—Own name.* In order to escape the necessity of disclaiming the right to the exclusive use of the firm's own name, it is not necessary to put the whole of the firm's name on the mark.

Therefore, applicants consisting of five persons named Colman and trading as J. & J. Colman were entitled to register an American flag and bull's head coupled, with the words "Bull's Head" and "Colman's Mustard" without disclaiming "Colman's." *Quere*, whether any disclaimer can be required of words appearing on a label which is as a whole a distinctive label, and therefore an essential particular within s. 64(1), (c) of the Patents, &c., Act, 1883, as amended by the Act of 1888. *In re COLMAN'S TRADE-MARKS* (No. 2) — *Stirling J.* [1894] 3 Ch. 115

15. — *Evidence on appeal from the Comptroller referred to the Court.* On an appeal from the decision of the comptroller to register a trade-mark, the Bd. of Trade referred the appeal to the Court, on motion for directions as to evidence. An order was made for the motion to be set down in the witness list, affidavits to be filed by the parties, and the motion to be heard on the statutory declarations used before the comptroller, and the above-mentioned affidavits and the cross-examination in court of any deponent as to witness notice to cross-examine should be given by the other side. *In re ROGER'S TRADE-MARK*

[North J. [1894] W. N. 173

16. — *Expunging marks "calculated to deceive."* Where one trader has registered a device, another trader cannot register a description in words of that device even though he adds a specific colour:—*Held* on the facts that the entry on the register of respondent's mark was made "without sufficient cause," and that the applicants being "persons aggrieved" within the meaning of s. 90 of the Patents, &c., Act, 1883, were entitled to have it expunged from the register:—*Held* also, on the facts, that an injunction limited to user in the colonies would not afford sufficient protection to the applicants. *In re TRADE-MARK OF LA SOCIÉTÉ ANONYME DES VERRERIES DE L'ETOILE* (No. 2) — *Stirling J.* [1894] 1 Ch. 61; *affirm.* by C. A. [1894] 2 Ch. 26

17. — *Fancy word—Combination—Brand—Water-mark—Rectification.* Application to remove from register "Pirie's Parchment Bank," which had been registered with a disclaimer of the right to use the two words "Parchment" and "Bank" separately:—*Held* (1) that words which simply were in common use in a trade could not become a trade-mark by being combined; (2) that the particular words whether used singly or in combination were not fancy words; (3) that they were not a distinctive brand. *Semble*, *Per V. Williams J.*, the word "brand" is wide enough to include a "water

TRADE-MARK—REGISTRATION—continued.

mark." *ALEXANDER PIRIE & SONS, LD. v. GOODALL & SON* — *V. Williams J. affirm.* by [C. A. [1892] 1 Ch. 35

18. — *Fancy word—"Shakespeare."* Shakespeare as applied to cigars is not a "fancy word" not in common use. *In re BANKS AND JAMES' TRADE-MARK* Chitty J. [1895] W. N. 116 (14)

19. — *Fancy word—Invented word—"Britannia."* The word "Britannia" is not a "fancy word" within s. 64 of the Patents, &c., Act, 1883, and is therefore incapable of being registered as a new trade-mark. *HODGSON v. SINCLAIR. In re HODGSON & SIMPSON'S TRADE-MARK*

[Chitty J. [1891] W. N. 176

20. — *Fancy word—Invented word—"John Bull Brand."* The phrase "John Bull Brand" is a "fancy word not in common use" applicable to beer and registrable as a trade-mark under s. 64, sub-s. 1 (c), of the Patents, &c., Act, 1883. *In re PAINE & CO.'S TRADE-MARKS. PAINE & CO. v. DANIELL & SON'S BREWERIES*

[C. A. *revers.* Kekewich J. [1893] 3 Ch. 587

21. — *Fancy word—Invented word—Descriptive word—"Mazavattie."* A word partly compounded of a Hindu word and partly of a Cingalese word meaning an estate, is not a descriptive or geographical, but an invented word, and capable of registration. *In re DENSHAM'S TRADE-MARK* Romer J. *affirm.* by C. A. [1895] 3 Ch. 176

22. — *Foreign trade mark—Descriptive words.* Sect. 103 of the Patents, &c., Act, 1883, as amended by the Patents, &c., Act, 1885, authorizes the registration of a trade-mark, application for registration of which has been made in a foreign country, only in cases where the trade-mark is within the definition of a trade-mark in s. 64. *In re CARTER MEDICINE CO.'S TRADE-MARK*

[North J. [1892] 3 Ch. 473

23. — *Fraudulent user.* Marks were used previously to 1887 with a fraudulent addition implying that the goods were made at H., when they were in fact made in M.:—*Held*, that such user disentitled the applicant for registration to have them registered as new marks, minus the fraudulent addition. *In re FUENTE'S TRADE MARKS* — *Romer J.* [1891] 3 Ch. 166

— *International copyright.*

See COPYRIGHT—International. 7.

24. — *Invented word—Descriptive word—"Somatose."* "Somatose" held not to be an "invented word," but descriptive and therefore not capable of registration. *In re FARBENFABRIKEN APPLICATION* — C. A. (Lindley L.J. dissent.) [affirm. North J. [1894] 1 Ch. 645

25. — *Invented word—Geographical name—"Eboline."* A word already in existence cannot properly be said to be an "invented word" because the person claiming to have invented it was not aware of its existence. The prohibition in s. 10 (e) of the Patents, &c., Act, 1883, is not confined to the noun substantive, but extends to adjectives formed therefrom. Eboline being compounded of the geographical name "Eboli" and the suffix "ne" is not an invented word but a geographical name. *In re SIR TITUS SALT, BART., SONS & CO.'S APPLICATION*

[Chitty J. [1894] 3 Ch. 166

TRADE-MARK—REGISTRATION—continued.

26. — *Laches—Publici juris—User.*] The A. Co. in 1889 registered in New South Wales the word "Maizena" under the Colonial Trade Marks Act of 1865, but had allowed the name to be used in the colony for twenty-four years as a term descriptive of the article and not of their own manufacture thereof:—*Held*, that the word had become *publici juris* and was no longer registrable, and that as the B. Co., though they had applied the word to their own manufacture, had not tried to pass it off as that of the A. Co. by the use of packets, &c., calculated to deceive, but had stated the name of the maker, &c., the B. Co. could not be restrained from using the word. *NATIONAL STARCH MANUFACTURING CO. v. MUNN'S PATENT MAIZENA AND STARCH CO.*

[J. C. [1894] A. C. 275]

— *Old mark, alteration of.*

See above, Nos. 1-7.

27. *Old mark—Name of firm.*] The name of a firm held to have been properly registered under the Acts of 1883 and 1888 as special and distinctive words used as a trade-mark which had been used by the firm for forty years prior to the Act of 1875. *In re HOPKINSON'S TRADE-MARK*

[Kekewich J. [1893] 2 Ch. 116]

28. — *Old mark—"Yorkshire Relish."*] The use of the words "Yorkshire Relish" on bottles in conjunction with another trade-mark, and on the packing-cases without the other mark:—*Held*, not to be sufficient user as a trade-mark to authorize registration as an "old mark." *In re POWELL'S TRADE-MARK Chitty J. affirm. by C. A.*

[1893] 2 Ch. 383; *sub-nom.* *POWELL*

[*v.* BIRMINGHAM VINEGAR BREWERY CO.]

[*affirm. by H. L. (E.)* [1894] A. C. 8]

29. — *Old mark—User before Aug. 13, 1875—Rectification.*] User as a trade-mark in s. 10 of the Trade Marks Registration Act, 1875, means user alone, not user in combination with other words. In the present case the words "Monopole" and "Dry Monopole" had only been used as part of a trade-mark, and therefore should not have been registered. The trade-marks were therefore ordered to be expunged from the register. *RICHARDS v. BUTCHER* — *Kay J.*

[*affirm. by C. A.* [1891] 2 Ch. 523]

And see above.

30. — *Opposition—Amendment of notices.*] Opponents to the registration of a trade-mark applied, after giving notice of appeal, for leave to amend their notice of opposition:—*Held*, that, as no leave to amend had been asked from the registrar, the Court had no jurisdiction on appeal to give leave to amend. *In re ROBERTSON, SANDERSON & CO.'S APPLICATION*

[Stirling J. [1893] 2 Ch. 245]

31. — *Opposition—Discovery.*] The registration of a trade-mark being opposed, the applicant moved that the opponent's trade-marks should be expunged. In the course of these proceedings he applied that the opponents might make an affidavit of documents "relating to the matters in question." They objected on the ground that the discovery would be oppressive. Discovery granted by Kekewich J., subject to certain limitations; order discharged by C. A. as

TRADE-MARK—REGISTRATION—continued.

oppressive at that stage in the proceedings. *In re WILLS' TRADE-MARKS*

[Both Courts [1892] 3 Ch. 201]

32. — "Person aggrieved"—"Common to the trade"—*Disclaimer—Geographical words.*] In this case the following points were considered: the meaning of "person aggrieved," "common to the trade," and "place of business." The necessity for disclaiming words forming part of label and the proper time for disclaimer. The right of a purchaser to register as his own the trade-mark of a foreign producer. The right to register geographical words like "Apollinaris." The right to have a trade-mark wrongfully registered struck off, although it may be immediately reinstated. The right to choose which Act to proceed under, where the proceedings cover both. *In re APOLLINARIS CO.'S TRADE-MARKS* (No. 2)

[C. A. [1891] 2 Ch. 186]

[*Note*:—This case was distinguished by *Chitty J.* in *In re PHILLIP'S TRADE-MARKS*, [1891] 3 Ch. 139, No. 3, *above*; and see *SMOKELESS POWDER CO.'S TRADE-MARK*, [1893] 1 Ch. 590, No. 10, *above*.]

33. — "Person aggrieved"—*Patents, Designs, and Trade Marks Act, 1883, s. 90.*] A "person aggrieved" within the s. includes a person in the same trade as the person who has registered the trade-mark, and who would or might have his legal rights limited by the existence of the entry, although he has no intention of trading in the article in question.

(A) *POWELL v. BIRMINGHAM VINEGAR BREWERY CO.* (No. 1) *H. L. (E.) affirm. C. A. and Chitty J.* [1894] A. C. 8]

(B) *APOLLINARIS CO.'S TRADE-MARK* (No. 2).

[C. A. *affirm. Kekewich J.* [1891] 2 Ch. 186]

(C) *In re TALBOT'S TRADE-MARK*

[Stirling J. [1894] W. N. 12]

(D) *In re TRADE-MARK OF LA SOCIÉTÉ ANONYME DES VERRETERIES DE L'ÉTOILE* (No. 2)

[Stirling J. [1894] 1 Ch. 61 *affirm. by*

[C. A. [1894] 2 Ch. 26]

34. — *Proper name.*] A proper name simply is not capable of registration as a trade-mark. *In re HOLT & CO.'S TRADE-MARK*

[North J. [1895] W. N. 154 (14)]

35. — *Rectification—Company—Limited.*] On motion to alter a trade-mark by adding "Ltd." to the name of a co. owning it, leave was given on terms that the word "Limited" should appear in full on the altered trade-mark. *In re ROBERT PORTER & CO. LD.*

[Stirling J. [1895] W. N. 108]

36. — *Rectification—Descriptive word.*] The word "emolliolorum" conveys the impression that it acts by softening substances to which it is applied. It is therefore a "descriptive word" not capable of being registered either as a "fancy word" under s. 64 of the Patents, &c., Act, 1883, nor as an invented word under s. 10 (1) (d), (e) of the Act of 1888, nor as a word having reference to the character and quality of the goods. *In re TALBOT'S TRADE-MARK* — *Stirling J.*

[1894] W. N. 12]

TRADE-MARK—REGISTRATION—continued.

37. — *Rectification — Notice.*] No special procedure is prescribed by the Acts or rules as to the service on parties of notice of application to expunge a trade-mark. It is enough to give such notice as is required by natural justice. Motion to expunge a trade-mark registered by an Irish co. with a branch office in London. Notice of the motion had been served on the Comptroller-General, and a copy sent to the co. in Ireland. The co. did not appear. The motion was granted, and subsequently the Court refused an application by the co. to set aside the order. Jurisdiction of the English and Irish Courts considered by C. A. *In re KING & Co.'s TRADE-MARK*

[*Kekewich J. affirm. by C. A. [1899] 2 Ch. 463*

38. — *Similarity.*] Right of one firm to exclusive use of a common emblem like a star considered.—Trade-mark partly expunged by reason of position of the words "trade mark." *In re DEXTER'S APPLICATION. In re WILLS' TRADE-MARKS* — Wright J. [1893] 2 Ch. 263

TRADE NAME.

1. — *Assignment in gross—Infringement.*] J. F., a watchmaker in London, used to put his name on the watches he made. After his death C. & Co., of London, bought the business and put J. F. on some of the watches they made, but never traded as J. F. Subsequently C. & Co., by deed, granted to S. & Co., of Liverpool, the sole right to make watches marked J. F. for seven years. After the expiration of the term C. & Co. put J. F. on very few if any of the watches they made. Later on C. & Co. executed a deed of assignment to R. for the benefit of their creditors. R. sold and conveyed to T., watchmaker of Coventry, "the name, title and goodwill of J. F. of London":—*Held*, (1) that T. was not the successor in business of J. F.; (2) that if the assignment to T. passed anything it merely passed the right to use the name of J. F. unconnected with any business, and was merely an assignment in gross and could not be supported; (3) that S. & Co. during their licence were not J. F. or his successors in business in London; (4) that after that licence C. & Co. could not set up that J. F. on their watches meant that they were made by J. F. or his successors in business, and had no right to restrain others from using the name of J. F. *THORNELOVE v. HILL* — Romer J. [1894] 1 Ch. 569

And see TRADE-MARK—Infringement. 3.

2. — *Descriptive word — True description — Imitation.*] A manufacturer is entitled to call his goods by a true descriptive name, although by reason of another having for many years sold similar goods under the same name purchasers may be misled into the belief that they are buying the goods of that other. *REDDAWAY v. BANHAM*

[*C. A. [1895] 1 Q. B. 286*

3. — *Misleading advertisements — Form of order.*] The debts issued advertisements, cards, and circulars calculated to lead to the belief that the deft.'s business was the same as or a branch of the pltf.'s business:—*Held*, that it was a case for granting perpetual injunction to prevent the debts. advertising or carrying on their business without clearly distinguishing their business from that of the pltf. *WOLMERSHAUSEN v. WOLMERSHAUSEN & Co.* — Chitty J. [1893] W. N. 87

TRADE NAME—continued.

4. — *Name of firm.*] The name of a firm held to have been properly registered under the Acts of 1883 and 1888 as an old mark which had been used by the firm for forty years prior to the Act of 1875. *In re HOPKINSON'S TRADE-MARK*

[*Kekewich J. [1892] 2 Ch. 116*

5. — *Secret preparation—Name not registered as trade-mark—Injunction.*] P. and his predecessor in title had for more than thirty years manufactured and sold a sauce called "Yorkshire Relish." Down to 1893 no other sauce was on the market under that name. In 1884 the name was registered as a trade-mark; in 1893 the B. Co. succeeded in getting the trade-mark removed from the register. The B. Co. then manufactured and sold a sauce different from P.'s, and with a label different from P.'s but with the words "Yorkshire Relish" on it, the B. Co.'s name appearing conspicuously as manufacturers on both the bottle-labels and the wrappers:—*Held*, that P. was entitled to an injunction restraining the B. Co. from using the words "Yorkshire Relish" in connection with any sauce manufactured by them without clearly distinguishing their mark from P.'s. Form of injunction considered. *POWELL v. BIRMINGHAM VINEGAR BREWERY Co. (No. 2)*

[*C. A. affirm. Stirling J. [1894] 3 Ch. 449*

6. — *Similarity of name—Foreign company trading in England.*] A co. were incorporated in Canada under the title of the Sun Life Assurance Co. of Canada:—*Held*, that in the absence of fraud and dishonesty the co. were entitled to carry on business under their corporate name (provided it were without abbreviation, addition or other modification) in England, notwithstanding the existence of the Sun Life Assurance Co. Undertaking by the Canadian Co. not to use any abbreviation of their corporate name without the addition of the words "of Canada." *SAUNDERS v. SUN LIFE ASSURANCE CO. OF CANADA*

[*Stirling J. [1894] 1 Ch. 537*

TRADE REFUSE.

See LONDON COUNTY—NUISANCES AND SANITATION. 3; NUISANCE—What amounts to. 4.

TRADE SECRET.

See MASTER AND SERVANT—Trade Secrets.

TRADE UNION.

1. — *Conspiracy—Maliciously procuring breach of contract.*] Collins J. directed the jury that if the defts., members of a trade union, had induced persons to break contracts made with the pltf., and not to enter into further contracts with him, although only with the object of compelling the pltf. to adhere to the rules of the trade union, there would be malice in point of law, and the defts. would be liable in damages:—*Held*, that the direction was right. The right of action for maliciously procuring a breach of contract is not confined to contracts in the nature of contracts of personal service. *TEMPERTON v. RUSSELL (No. 2)* — C. A. [1893] 1 Q. B. 715

2. — *Devises or bequests of land—Validity—"Purchase."*] The word "purchase" in s. 7 of the Trades Union Act, 1871, which enables a trade union to purchase land not exceeding one

TRADE UNION—continued.

acre, is used in the ordinary sense of the word "buy" and not in the technical sense of "acquire otherwise than by descent or escheat":—*Held*, therefore, that a devise of land to a trades union was invalid. *In re AMOS. CARRIER v. PRICE*

[North J. [1891] 3 Ch. 159]

3. — *District delegate—Liability of members.* The chairman, secretary, and members of a trade union held not to be liable for the tortious acts of a district delegate, who was not their agent or servant. *FLOOD v. JACKSON* [1895] 2 Q. B. 21

4. — *Intimidating circular.* Where a trade union published a poster headed "T.'s Black List," giving the names of T.'s non-union workmen:—*Held*, by Kekewich J., that as on the evidence the principal motive was to injure T. and the non-union men, and as the injury was being inflicted from day to day, T. and the non-union men were entitled to an injunction against the trade union and their servants, &c., and against the secretary and other officers, who were defts. by name without addition. Affirmed by C. A. on the ground that a *prima facie* case had been established that the defts. had gone beyond what they were entitled to do, and had refused to give an undertaking to desist pending the action. *TROLOPE v. LONDON BUILDING TRADES FEDERATION* - [1895] W. N. 29; [C. A. [1895] W. N. 45]

5. — *Intimidation* A threat to strike unless the employer ceases to employ non-union men is not intimidation within s. 7 of the Conspiracy and Protection of Property Act, 1875. *CONNOR v. KENT. GIBSON v. LAWSON. CURRAN v. TRELEAVEN* - Lord Coleridge C.J., Mathew, Cave, [A. L. Smith and Charles JJ. [1891] 2 Q. B. 545]

[A report of the judgment of the Recorder of Newcastle-on-Tyne in *KENT v. CONNOR* forms the Parl. Paper, 1891, 141. Price 1½d.]

6. — *Nominee of member—Right to sue.* Sect 4 of the Trade Union Act, 1871, which provides (sub-s. 3) against legal proceedings being taken to enforce "any agreement for the application of the funds of the trade union (a) to provide benefits for members," is not repealed by 39 & 40 Vict. c. 22, and consequently the nominee of a deceased member cannot bring an action to recover moneys due to the deceased under the rules of the trade union. *CROCKER v. KNIGHT*

[C. A. [1892] 1 Q. B. 702]

7. — *Officers representing members—Common beneficial interest.* Certain officials of a trade union were sued on their own behalf, and as representing each of the societies, for causing workmen to break their contracts:—*Held*, that they could not be sued in their representative character, O. XVI., r. 9, only applying to persons who have or claim to have some beneficial proprietary right, which they are asserting or defending on behalf of themselves and others. *TEMPERTON v. RUSSELL* (No. 1) - C. A.

[affirm. Div. Ct. [1893] 1 Q. B. 435]

TRADERS.

1. — *Conspiracy.* It is not unlawful for traders to combine for the purpose of keeping trade in their own hands, so long as they are not actuated by personal malice or by an inten-

TRADERS—continued.

tion to ruin their rivals. *MOGUL STEAMSHIP CO. v. MCGREGOR, GOW & CO. C. A. 23 Q. B. D. 593; [affirm. by H. L. (E.) [1892] A. C. 25]*

2. — *Discovery as between rival traders.* Discovery of the documents refused in an action to restrain the defts. from manufacturing and supplying rolling-stock to other tramway companies by means of capital not authorized to be so applied. Interrogatories allowed as to the capital so employed. *ATTORNEY-GENERAL v. NORTH METROPOLITAN TRAMWAYS CO.*

[C. A. [1892] 3 Ch. 70]

3. — *Trade Protection Association—10 & 11 Vict. c. 27.* A trade protection association held (1) to have no *locus standi*, to obtain a declaration that regulations made by a dock co. were *ultra vires*, not being themselves traders, and not being entitled to sue as agent for their members: (2) not be entitled to sue unless they had suffered special damage by the regulations. *LONDON ASSOCIATION OF SHIPOWNERS AND BROKERS v. LONDON AND INDIA DOCKS JOINT COMMITTEE* [C. A. [1892] 3 Ch. 242]

TRAFFIC.

— on Highway.

See HIGHWAY, *passim*.

— on London streets.

See LONDON COUNTY — STREETS AND HIGHWAYS. 11—14.

— on Railway.

See RAILWAY AND CANAL COMMISSION. 6—12.

TRAINING STABLES.

See HOUSE TAX. 3.

TRAMWAY COMPANY.

1. — *Compulsory purchase—Terms of purchase under Companies Acts—Tramways Act, 1870, s. 43—Edinburgh Tramways Act, 1871 (34 & 35 Vict. c. 122).* The proper construction of s. 43 of the Tramways Act, 1870, is that the valuation should be made on the principle of assessing what it would cost to lay down the tramways, with an allowance for depreciation and that past profits or rental value must not be taken into consideration. Tramway held for this purpose to mean the line of rails, and not the power of making rails or the co.'s undertaking or business.

(A.) *In re LONDON COUNTY COUNCIL AND LONDON STREET TRAMWAYS CO.*

[O. A. revers. Div. Ct. [1894] 2 Q. B. 189;

[H. L. (E.) Lord Ashbourne diss., affirm. C. A.

[sub nom. LONDON STREET TRAMWAYS CO. v.

[LONDON COUNTY COUNCIL] [1894] A. C. 489]

(B.) *EDINBURGH STREET TRAMWAYS CO. v. EDINBURGH CORPORATION* - H. L. (S.)

[Lord Ashbourne diss., affirm. First Div. of Ct.

[of Session [1894] A. C. 486]

2. — *Compulsory purchase—Undertaking.* In s. 43 of the Tramways Act, 1870, the word "undertaking" means the special tramway which the promoters are empowered to construct by any special Act or provisional order; therefore where a tramway co. had constructed a number of lines under special Acts passed in different years, a loc. authority may (subject to the leave of the Bd. of Trade) purchase so much of any one line

TRAMWAY COMPANY—continued.

as is in its district at the expiration of 21 years from the time when the promoters were authorized to construct it; notwithstanding that each special Act subsequent to the first defines "undertaking" as the undertaking authorized by that and the preceding special Acts. **NORTH METROPOLITAN TRAMWAYS CO. v. LONDON COUNTY COUNCIL** - **Romer J. [1895] W. N. 91**

3. — Debenture-holder — Power of Sale.] Holders of debentures issued by a tramway co., governed by the Tramways Act, 1870 (whether the co. be incorporated under the Companies Act, 1862, or by a special Act), by which debentures the undertaking of the co., and all its property present and future, including uncalled capital, are charged are, in the event of default by the co., entitled only to the appointment of a receiver of the undertaking of the co. and the net earnings thereof; they are not entitled to an order for the sale of the undertaking nor to the appointment of a manager. The promoters cannot give the debenture-holders a right to exercise the power of sale under s. 44, nor a right to a judicial sale under the order of the Court in an action to enforce the security. **MARSHALL v. SOUTH STAFFORDSHIRE TRAMWAYS CO. C. A. [1895] 2 Ch. 36**

4. — Debenture-holder's action — Manager.] Receiver and manager appointed in a debenture-holder's action. **BARTLETT v. WEST METROPOLITAN TRAMWAYS CO. (No. 1)**

[**North J. [1893] 3 Ch. 437**

[*Disapproved by the case No. 3, above.*]

5. — Debenture-holder's action—Order for sale.] Holders of debentures issued by a tramway co. sued to enforce their security. The chief clerk certified that the property charged by the debentures consisted of the undertaking and all tolls arising therefrom. The co.'s Act incorporated s. 44 of the Tramways Act, 1870:—*Held*, that an order for sale of the undertaking as a going concern could be made, as the s. gave the co. power to sell. **BARTLETT v. WEST METROPOLITAN TRAMWAYS CO. (No. 2)**

[**North J. [1894] 2 Ch. 236**

6. — Liability of company for damage from non-repair of road.] Where a tramway co. has entered into a contract with the road authority under s. 29 of the Tramways Act, 1870, whereby such authority has undertaken the repair of the portion of the road which, under s. 28, the tramway co. had to repair, the tramway co. is not liable for injuries occasioned through non-repair of such portion of the road to a person using the same. **ALLDRED v. WEST METROPOLITAN TRAMWAYS CO. C. A. [1891] 2 Q. B. 398**

7. — Parliamentary deposit—Abandonment—Evidence—Board of Trade notice of non-completion.] An application for the payment out of court of the parl. deposit on the abandonment of a tramway was supported by affidavit, but no Bd. of Trade notice under s. 18 of the Tramways Act, 1870, was produced:—*Held*, that the notice was the only evidence which the Court ought to receive, unless satisfied beyond all dispute that it could not be produced. *In re DUDLEY AND KINGSWINFORD TRAMWAYS* - **Kekewich J. [1893] W. N. 163**

TRAMWAY COMPANY—continued.

8. — Parliamentary deposit — Liquidator.] The parl. deposit required by the Bd. of Trade in the case of a tramway co. is not part of the general assets of the co.: it is only made assets for the special purpose of paying the creditors of the co.

Where a tramway co. was being wound up, *held* that the liquidator was not a creditor of the co. nor entitled to receive out of the deposit the general costs of the liquidation or his own remuneration, but only his costs with reference to the application of the deposit. *In re COLCHESTER TRAMWAYS CO. North J. [1893] 1 Ch. 309*

9. — Passenger refusing to pay fare.] An action for malicious prosecution will lie against a tramway co. in respect of proceedings under s. 51 of the Tramways Act, 1870. **RAYSON v. SOUTH LONDON TRAMWAYS CO. C. A. [1893] 2 Q. B. 304**

10. — Penalty—Distress.] Penalties, imposed on a tramways co. for non-repair of a tramway, can be recovered by distress on the rolling stock and chattels. Leave to distrain for such penalties was given in a debenture-holders' action in which a receiver had been appointed. **PEGGE v. NEATH AND DISTRICT TRAMWAYS CO.**

[**North J. [1895] 2 Ch. 508**

— *Rating—"Railway."*

See RATES—Rateable Occupation. 18.

11. — Stables—Nuisance—Statutory powers.] A tramway co.'s Act allowed the tramway to be worked by horses, but did not expressly authorize the co. to build stables:—*Held*, that though horses were necessary for the working of the tramways the co. were not justified by their statutory powers in using the stables so as to be a nuisance to their neighbours, and that it was no defence to prove that they had taken all reasonable care to prevent a nuisance. **RAPIER v. LONDON TRAMWAYS CO.**

[**Kekewich J. affirm. by C. A. [1893] 2 Ch. 588**

TRANSFER.

See FORGED TRANSFERS.

— of Business.

See COMPANY—WINDING-UP—SCHEME OF ARRANGEMENT. 9; RESTRAINT OF TRADE—Covenants in Restraint.

— of Consols—Order for.

See MORTGAGE—FORECLOSURE. 11.

— of Mortgage.

See MORTGAGE—REDEMPTION. 5.

— of Public-house licence.

See INTOXICATING LIQUOR—Licence. 3, 4, 5, 8, 18.

— of Settled Stock.

See LUNATIC—Property. 8.

— of Shares.¹

See COMPANY—SHARES—Transfer.

— of Stock under order in Lunacy.

See WILL—ADREPTION. 4.

TRANSFER OF PROCEEDINGS (FROM ONE COURT TO ANOTHER.)

— from one division of the High Court to another.

See PRACTICE—TRANSFER.

— To County Court.

See COUNTY COURT—Transfer and Remittal.

TRANSFER OF PROCEEDINGS (FROM ONE COURT TO ANOTHER)—continued.

— Winding-up proceedings.

See COMPANY—WINDING-UP—JURISDICTION. 2, 9, 10.

TRANSLATION.

— of Play in foreign language.

See COPYRIGHT—International. 7.

— of Will in foreign language.

See WILL—FOREIGN WILL.

"TRANSMIT."

— Case stated by justices to High Court.

See SUMMARY PROCEEDINGS—Appeals to the High Court. 6.

TRAWLER.

— Pyrotechnic Lights.

See SHIP—COLLISION. 17.

TREASURE TROVE.

Jurisdiction of Coroner—Prerogative of Crown.

The jurisdiction of a coroner is limited by s. 36 of the Coroners Act, 1887, to the determination of "who was the finder, and who was suspected thereof." He has no jurisdiction to inquire into a question of title between the Crown and a subject, the title of the Crown to all treasure trove being independent of any finding of the coroner's jury. ATTORNEY-GENERAL v. MOORE

[Stirling J. [1893] 1 Ch. 676]

TREES.

— Lopping trees beside highway.

See HIGHWAY—Obstruction. 4.

— Overhanging land.

See NUISANCE—Persons liable. 1;

NUISANCE—Remedies. 2; NUISANCE

—What amounts to. 12, 13.

And see TIMBER.

TRESPASS TO GOODS.

— Bill of sale.

See BILL OF SALE—SEIZURE.

TRESPASS TO LAND.

Forcible entry—Landlord and tenant. On a tenant refusing to quit after due notice, the justices issued a warrant ordering him to give up possession within twenty-one days. On the same day a builder began to remove the tiles of the house, preparatory to rebuilding, and in so doing damaged the tenant's furniture. The tenant sued for trespass and damage:—*Held*, (1) that the landlord's common law right of entry was not suspended by the issuing of the possession warrant; (2) that the removal of the tiles did not amount to a forcible entry, and the tenant had no cause of action. JONES v. FOLEY

[Div. Ct. [1891] 1 Q. B. 730]

— Highway.

See HIGHWAY—Right of Way. 3.

— Land in foreign country.

See PRACTICE—JURISDICTION. 3.

— Measure of damages for.

See DAMAGES—Measure of Damages. 5. PARTITION. 7.

TRESPASS TO THE PERSON.

Accident at shooting party—Trespass without intention or negligence. Action for damages by a person, who was wounded by a shot which glanced off a tree, while he was engaged in carrying cartridges for a shooting party:—*Held*,

TRESPASS TO THE PERSON—continued.

that the deft. was not liable, for a trespass to the person is not actionable, if, as found in this case, it be neither intentional nor the result of negligence. STANLEY v. POWELL

[Denman J. [1891] 1 Q. B. 86]

TRIAL (PRACTICE OF SUPREME COURT AS TO).

See PRACTICE—TRIAL.

TRIBUTARY.

— of River.

See FISHERY—Salmon and Freshwater. 1.

TRINIDAD AND TOBAGO.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892.

Death Duties.

See DEATH DUTIES—Estate Duty.

Law of Trinidad and Tobago.

1. — *Crown—Ejectment—Equitable defence—Ordinance No. 8 of 1889.* In an action of ejectment by the Crown from lands in the Colony a deft. may set up any equitable defence which would be good against a private deft. Proof of a concluded contract with the Crown entitles the deft. to issue of a grant of the land in suit under the Real Property Ordinance No. 8 of 1889:—*Held*, to justify entry of judgment for the deft. ATTORNEY-GENERAL FOR TRINIDAD AND TOBAGO v. BOURNE - - - J. C. [1895] A. C. 83

2. — *Judge of the Supreme Court—Act done in exercise of judicial office—Malicious motive—Immunity from action.* No action lies against a judge of the Supreme Court of the Colony in respect of any act done by him in his judicial capacity, even though he acted oppressively and maliciously to the prejudice of the plff. and the perversion of justice. ANDERSON v. GORRIE

[O. A. [1894] 1 Q. B. 668]

3. — *Ordinances No. 4 of 1889 and No. 11 of 1891—Jurisdiction of magistrate—Title to lands.* These Ordinances have not the effect of erecting the stipendiary magistrate into a Court competent to decide a question of title:—*Held*, therefore, that an order of the Supreme Court quashing such a magistrate's conviction under them could not sustain a plea of *res judicata* in an action to try the question of title. For the Supreme Court, sitting in appeal from a magistrate, cannot exercise a jurisdiction the magistrate does not possess. ATTORNEY-GENERAL FOR TRINIDAD AND TOBAGO v. ERICHÉ - - - J. C. [1893] A. C. 518

4. — *Practice of the Supreme Court.* [O. XXVIII., r. 12; O. XXXVI., r. 18, and O. LVIII., r. 6 of the rules in the Sch. to the Ordinance for the Constitution of the Supreme Court of Trinidad and Tobago, considered and interpreted. POLLARD v. HARRAGIN - - - J. C. [1891] A. C. 450]

TRINITY MASTER.

See "Table of Rules and Orders of Court Issued," p. cxxix.

TRIPTYCH.

See ECCLESIASTICAL LAW—Faculty. 13.

TROVER.

1. — *Conversion—Bill of sale—Sale by auction on private premises—Liability of auctioneer.* The owner of household furniture assigned it by bill of sale to the plff. Subsequently he employed the defts, auctioneers, to sell it by auction at his private house. The defts. sold without notice of the bill of sale and delivered it to the purchasers:—*Held*, that they were liable to the plff. in trover. *CONSOLIDATED CO. v. CURTIS*

[*Collins J.* [1892] 1 Q. B. 495]

2. — *Conversion—Crossed cheque—Banker collecting and handing over proceeds.* The payee of a crossed cheque specially indorsed it to plffs. and posted it to them. S., having obtained possession of the cheque in transmission, altered the indorsement presented it at the defts.' bank, and requested them to collect it. They did so, and handed the proceeds to him in France:—*Held*, that the defts.' bank were liable in an action for conversion by the plffs. *KLEINWORT, SONS & CO. v. COMPTOIR NATIONAL D'ESCOMPTE DE PARIS*

— *Cave J.* [1894] 2 Q. B. 157

— *Conversion—Evidences of.*

See LIMITATIONS, STATUTE OF. 16.

3. — *Conversion—Liability of auctioneer.* A. employed auctioneers to sell her furniture by auction at her house; she had previously granted a bill of sale to B., of which the auctioneers had no notice. The auctioneers sold the furniture and delivered it to the purchaser. B. brought trover against the auctioneers:—*Held*, that they were liable for conversion. *CONSOLIDATED CO. v. CURTIS & SONS*

[*Collins J.* [1892] 1 Q. B. 495]

4. — *Conversion—Title of plaintiffs—Liability of auctioneer.* Possession of chattels by *cestui que trust*, if in accordance with the trust deed, is possession of the trustees for the purpose of enabling them to maintain an action against a wrongdoer for conversion of chattels. Liability of auctioneer considered, (1) when he acts merely as salesman, (2) when he receives the goods and hands them over to a purchaser with a view of passing the property in them. His position in the latter case contrasted with that of a packing agent or carrier. *BARKER v. FURLONG*

[*Romer J.* [1891] 3 Ch. 172]

5. — *Lease fraudulently deposited.* A lease belonging to plff. was fraudulently deposited with B., and, when B. became bankrupt, it was handed to the deft. as security. Both B. and the deft. were ignorant of the fraud:—*Held*, that the statute began to run when the plff. had a complete cause of action against the deft., i.e., when he demanded the deeds and was refused them, and not from the receipt of the deeds by B.:—*Quere*, whether, in any case, the original receipt of the lease by B. was sufficient evidence of conversion by him. *MILLER v. DELL*

[*C. A.* [1891] 1 Q. B. 468]

6. — *Measure of damages.* The measure of damages is the market value of the goods at the date of conversion.

(A) *HENDERSON & CO. v. WILLIAMS*

[*C. A.* [1895] 1 Q. B. 521]

(B) *RHODES v. MOULES*

[*C. A.* [1895] 1 Ch. 236, at p. 254]

TROVER—continued.

7. — *Right of action—Special property.* A., the owner of a personal chattel, sold a half share to B. on a special agreement that A. should retain possession until the chattel was sold. A. handed the chattel to B. to take to an auction room, and B. pledged it to defts. to secure a debt:—*Held*, that A. had a special property in the chattel sufficient to maintain an action for trover and detainue. *NYBERG v. HANDELAAR*

[*C. A.* [1892] 2 Q. B. 202]

TRUCK.

See MASTER AND SERVANT—TRUCK.

"TRUE OWNER."

See BANKRUPTCY—ASSETS. 14.

BILL OF SALE—TRUE OWNER.

TRUST.

See TRUSTEE—DUTIES AND LIABILITIES, *passim*.

1. — *Accumulations for improving lands—Thellusson's Act.* A trust to accumulate income in order to improve lands, so long as the improvements come under the words "maintain in good habitable repair houses and tenements on property," is outside the Thellusson Act. Money laid out in building houses would be within the Act. Difference between trusts for improving and trusts for purchasing lands considered. *VINE v. RALEIGH* (No. 1) — *C. A.*

[*affirm. Chitty J.* [1891] 2 Ch. 13]

Note.—This case was followed by *Stirling J.* in *In re MASON*. *MASON v. MASON* (No. 2, below)

[1891] 3 Ch. 467]

2. — *Accumulations for rebuilding and repair of buildings.* A will contained a trust for the investment of the clear surplus of the income of the residue in augmentation of the general trust fund, subject to a proviso that any insufficiency in the insurance moneys received on the destruction by fire of any building and rebuilding or substantially repairing any building:—*Held*, (1) that the will amounted to an express direction for the accumulation of income; and (2) that, upon the principle of *Vine v. Raleigh* above, the trust for accumulation was valid, so far as it was a *bond fide* provision for the performance of the trusts for rebuilding, repairing, and reinstating the buildings; but that, subject to the due performance of such trusts, the trust for investment of the surplus income, after answering the purposes specified in the will, was invalid as from the expiration of twenty-one years from the testator's death. *In re MASON*. *MASON v. MASON*

[*Stirling J.* [1891] 3 Ch. 467]

3. — *Constructive trust.* A gale in the Forest of Dean was held in trust for A.'s children, of whom B. was one. Neither the trustees, the *cestuis que trust*, nor A. were free miners. If the gale became forfeited, only a free miner could apply for a grant of the gale. A. and B. arranged for a free miner to obtain a grant and transfer it to them:—*Held*, that A. and B. were not constructive trustees of the gale, and that the Statute of Frauds could be pleaded in an action to enforce the alleged trust:—*Held*, also, that an arrangement between A. and B., after obtaining the gale, to hold it on trust for persons, some of whom, but

TRUST—continued.

not all, were the original *cestuis que trust*, did not constitute a trust enforceable after the gale had been sold by the survivor of A. and B. **HOLMES v. WILLIAMS**

[**Romer J. [1895] W. N. 116 (15)**]

— *Declaration of,*

See **BANKRUPTCY—ACT OF BANKRUPTCY**
— **Assignment of whole Property. 1.**

— *Express or constructive.*

See **LIMITATIONS, STATUTES OF.**

— *Precautory.*

See **WILL—ABSOLUTE GIFT. 10.**

4. — *Transfer of shares subject to a trust—Constructive notice—Signature of bank manager as “manager in trust.”* A. transferred shares to B. as security for a loan, B. transferred them to D. “manager in trust” for the C. co. as security for a loan to himself. D. transferred them as “manager in trust” to E., “manager in trust” for the F. co.:—*Held*, that the F. co. were not affected by a trust in favour of A. unless such trust was clearly disclosed on the face of their vendor's title. The words “manager in trust” appended to the signature of a bank manager import that he is a trustee for his employers. **LONDON AND CANADIAN LOAN AND AGENCY CO. v. DUGGAN** — — — **J. C. [1893] A. C. 506**

— *for Sale.*

See **EXECUTOR—Administration. 6.**
TRUSTEE—DUTIES—Trust for Sale.
WILL—PERPETUITY. 10, 11.

— *Sale of goods in trust.*

See **PLEDGE. 1.**

TRUST MONEY.— *Following.*

See **BANKRUPTCY—ASSETS. 10.**

TRUSTEE.

By the *Trustee Act, 1893* (56 & 57 Vict. c. 53), the enactments relating to trustees were consolidated.

By the *Trustee Act, 1893 (Amendment) Act, 1894* (57 & 58 Vict. c. 10), the Act of 1893 was amended.

For rules see “Table of Rules and Orders Issued,” p. cxxlix.

Appointment, col. 919.

Duties and Liabilities, col. 924.

Expenses, col. 932.

Investments, col. 933.

Legal estate, col. 934.

TRUSTEE—APPOINTMENT.

By the *Conveyancing Act, 1892* (55 & 56 Vict. c. 13), s. 6, provision was made for the appointment of separate trustees for separate property.

1. — “*Abroad*”—*Appointment of new trustees.* Under a will containing a settlement of real estate the power to appoint new trustees became exerciseable in case (*inter alia*) either of the trustees should “be abroad.” There were three trustees, and they were also executors of the will. P., one of them, after acting with his co-trustees for about ten years, in the year 1893 went to reside abroad, taking a five years’ lease of a house there, and coming occasionally to England upon

TRUSTEE—APPOINTMENT—continued.

the trust business. In 1895 the tenant for life, who was the donee of the power, appointed T. W., her own solicitor, to be a new trustee in the place of P.:—*Held*, (1) that P. was abroad within the meaning of the power; (2) that as upon the facts no part of the testator's estate remained vested in P. as executor *virtute officii* his position was merely that of a trustee; (3) that although the appointment of T. W. was not one which the Court itself would have either made or sanctioned, yet, as T. W. was in other respects a fit and proper person, as none of the beneficiaries objected, and as the tenant for life did not appear to have acted capriciously, the Court could not treat the appointment as invalid, though it would give P. liberty to apply, so that his right of indemnity as legal personal representative should not be prejudiced in case it should turn out that any liability on his part still existed. *In re EARL OF STAMFORD. PAYNE v. STAMFORD*

[**Stirling J. [1895] W. N. 157 (12)**]

2. — *Affidavit of fitness.* A statement that proposed trustees are “persons in good credit in the neighbourhood in which they respectively carried on business”:—*Held*, to be a sufficient statement of their pecuniary means. *In re SMITH'S POLICY TRUSTS. SMITH v. SMITH*

[**Kekewich J. [1894] W. N. 68**]

3. — *Decreasing number of trustees—Lunacy Act, 1890, ss. 135, 136.* Where one of four trustees had been found lunatic by inquisition, the Court made an order vesting the trust estate in the three remaining trustees, although the number of trustees was thereby diminished. *In re LEON*

[**L.J.J. [1893] 1 Ch. 348**]

4. — *Disclaimer—Partial disclaimer—Estates in different countries.* A testator, who had real and personal property in E. and the U. S., gave all his residuary real and personal estate to five trustees, of whom one was resident in the U. S. The will was proved by three of the E. trustees, the fourth having disclaimed. The American trustee executed a deed by which he declared that he disclaimed the offices of trustee and executor under the will and all interest in and power over the real and personal estate without the bounds of the U. S. devised and bequeathed by the will. The E. trustees sold some of the E. real estate to a purchaser, who objected that the American trustee ought to join in the conveyance:—*Held* that, as all the property of the testator was included in the same trust, the American trustee could not disclaim part only of the property, and that his disclaimer was void. *In re LORD AND FULLERTON'S CONTRACT*

[**C. A. [1896] W. N. 157 (11)**]

5. — *Donee of power appointing himself.* The donee of a power of appointing new trustees cannot appoint himself either solely or jointly with others. *In re NEWEN. NEWEN v. BARNES*

[**Kekewich J. [1894] 2 Ch. 297**]

6. — *Executor—Appointment to perform duties incident to office of.* The Trustee Acts do not authorize the appointment of a trustee to discharge duties which belong not to the office of a trustee but only to that of an exor. The exor. as legal personal representative, has certain

TRUSTEE—APPOINTMENT—continued.

duties to perform which cannot be taken out of his hands, but when the estate is cleared by payment of debts, &c., the Court will appoint trustees. *EATON v. DAINES* *Kekewich J.* [1894] *W. N.* 32

7. — *Jurisdiction of Court to override statutory power.*] Where a trustee has, under s. 31 of the Conveyancing and Law of Property Act, 1881, a power of appointing new trustees of a will, and is desirous of exercising his power, the Court has no jurisdiction to interfere with his exercise of the power by itself appointing new trustees under the Trustee Acts, even though the application is made by a majority of the beneficiaries. *In re HIGGINBOTTOM*

[*Kekewich J.* [1892] 3 *Ch.* 132

8. — *Lunatic having power of appointment—Settlement of stock—Order authorising persons to exercise power of appointment of trustees on lunatic's behalf and vesting in named appointees right to call for transfer.*] There is jurisdiction to make an order authorizing persons on lunatic's behalf to appoint as trustees named persons and vest in such appointees the right to call for a transfer. The power of appointment is a fiduciary power. — *Per cur.* in similar cases there should be for the guidance of the bank something in the nature of a certificate by the Master of the exercise of the deed of appointment. The Court declined to order the bank to pay the costs of the application. *In re SNOTTRIDGE* *C. A.* [1895] 1 *Ch.* 278

9. — *New trustees—Conveyancing Act, 1881.*] Where trustees of a will die in the lifetime of the testator, the personal representative of the survivor has no power under s. 31 of the Conveyancing Act, 1881, to appoint new trustees. *NICHOLSON v. FIELD* *Kekewich J.* [1893] 2 *Ch.* 511

10. — *New trustees—Power to appoint—"Bare trustees"—"Acting trustees."*] The surviving trustee of a trust for sale died intestate leaving co-heiresses. The co-heiresses did not receive the rents of the estate; but, on being called upon to do so, executed a deed purporting to appoint new trustees and to vest the trust estate in them:—*Held*, that the appointment was good, for they were trustees because they could have exercised the power of sale, and they were "acting trustees" because they had acted in making the appointment:—*Held*, also, that the intestate was not a "bare trustee" within s. 48 of the Land Transfer Act, 1875, and that the trust estate did not vest in his personal representative. *In re CUNNINGHAM AND FRAYLING*

[*Stirling J.* [1891] 2 *Ch.* 567

11. — *Nominors.*] Where by an old deed four persons were appointed to nominate new trustees of a trust:—*Held*, that as there was no person able and willing to act as nominor of trustees, and as there was no contrary intention within the meaning of s. 10 (5) of the Act of 1893, that the surviving trustee had power to appoint under s. 10 (1) of the Act.—*Semble*, that as there had been two previous appointments by the Court in the absence of a nominor, the power given to nominors was gone. *CRADOCK v. WITHAM*

[*North J.* [1895] *W. N.* 75

12. — *Person to exercise power—Event not specified in trust instrument.*] In a 10 of the

TRUSTEE—APPOINTMENT—continued.

Trustee Act, 1893, the words "person or persons nominated for the purpose of appointing new trustees by the instrument creating the trust" refer to the person or persons nominated for the purpose of appointing new trustees in the particular event which has happened. Where, therefore, by a trust instrument persons named were empowered to appoint new trustees in certain specified events, including the event of a trustee becoming incapable but not the event of a trustee becoming unfit, and one of the trustees became unfit but not incapable:—*Held*, that the appointment of a new trustee ought to be made, not by the persons nominated in the trust instrument, but by the continuing trustees under the provisions of the Act. *In re WHEELER AND DE ROCHOW* *Kekewich J.* [1895] *W. N.* 154 (15)

13. — *"Personal representatives" of surviving trustee—Appointment of special and general executors by will of surviving trustee.*] Sect. 31 of the Conveyancing Act, 1881, does not authorize an appointment of trustees in continuation to himself by a sole surviving trustee by his will. The persons in possession of a general grant of probate of the will of a surviving trustee are his "personal representatives" within s. 31 of the Conveyancing Act, 1881, and their deed of appointment of new trustees is valid, notwithstanding the appointment of special executors in that behalf and their subsequently obtaining a limited grant of probate. *In re PARKER'S TRUSTS* [*Kekewich J.* [1894] 1 *Ch.* 707

— *Practice in New South Wales.*

See NEW SOUTH WALES—Law of New South Wales. 21.

14. — *Settled Land Acts, Trustees for purposes of.*] (A) The Court, if satisfied that a sale is impossible, is not bound to appoint trustees for the purposes of these Acts. *WILLIAMS v. JENKINS* [*Kekewich J.* [1894] *W. N.* 176

(B) There is no rule of practice that the trustees of a will ought to be appointed by the Court trustees for the purposes of these Acts; the tenant for life may propose other persons if he thinks fit. *In re NICHOLAS AND SETTLED LAND ACT, 1882* — *Kekewich J.* [1894] *W. N.* 165

15. — *Vesting order—Death of sole trustee.*] A sole trustee, domiciled in Scotland, appointed by deed two trustees in lieu of himself, and a deceased co-trustee, but omitted to transfer certain debentures into their name. On his death his personal representatives, who proved the will in Scotland only, neglected to take any steps to complete the transfer:—*Held*, that the Court had jurisdiction to make a vesting order under s. 25 of the Trustee Act, 1850. *In re TRUBER'S TRUSTS* [*North J.* [1892] 3 *Ch.* 55

[*Note:—Sect. 25 of the Trustee Act, 1850, is repealed by the Trustee Act, 1893 (56 & 57 Vict. c. 53), and other provision made.*]

16. — *Vesting order—Deceased mortgagee—Disputed will—Mortgage debt paid.*] A mortgagee of freehold land died, having made a will by which he appointed executors. The validity of the will was disputed, and an action to establish the will had been commenced in the P. Div., but had not yet been tried. The mortgage debt

TRUSTEE—APPOINTMENT—continued.

had been paid:—*Held*, that it was, within the meaning of s. 29 (e) of the Trustee Act, 1893, uncertain who was the personal representative of the deceased mortgagee, and that the Court had jurisdiction to make an order vesting the mortgaged land in the mortgagor on being satisfied that the mortgage debt was paid. *In re COOK'S MORTGAGE* - - North J. [1895] 1 Ch. 700

17. — *Vesting order—Disappearance of trustee.* Where of three trustees, A., B., and C., one A. had disappeared:—*Held*, that the proper form of order would be that the right to call for transfer, &c., do vest in B. and C., and that they do transfer the sums of stock into their own names, to hold them to the trusts of the settlement. *In re PRICE* [North J. [1894] W. N. 169]

18. — *Vesting order—Refusal by trustee to transfer stock for twenty-eight days.* A petition founded on the refusal for twenty-eight days to transfer stock under s. 85 (ii.) (d) of the Trustee Act, 1893, must not be presented or served before the expiration of the twenty-eight days. On petition for such an order there is jurisdiction to order the recalcitrant trustee to pay the costs. *In re KNOX'S TRUSTS* - Kekewich J. [1895] 1 Ch. 533; [affirm. by C. A. [1895] 2 Ch. 483]

19. — *Vesting order—Service* (13 & 14 Vict. c. 60, s. 9.) The heir of a trustee who had died intestate as to his trust estates went abroad some twenty years ago, and when last heard of was in Australia:—*Held*, on an application for a vesting order of part of the trust estates, that service on the heir might be dispensed with. *In re STANLEY'S TRUSTS* - - North J. [1893] W. N. 30

20. — *Vesting order—"Stock"—New trustees—Form of order.* A vesting order of stock or shares under s. 85 of the Trustee Act, 1850, should vest in the trustees simply "a right to call for a transfer and to transfer the stock or shares;" and to receive the dividends. "Stock," in the Trustee Acts, 1850, 1852, includes shares in a limited co., whether fully paid-up or not. *In re NEW ZEALAND TRUST AND LOAN CO.* [C. A. [1893] 1 Ch. 403]

In the above case the trustees might have become liable for calls, and hence the usual form of order was departed from. *Per C. A. in In re GREGGON* - - [1893] 3 Ch. 233

21. — *Vesting order—"Stock"—Form of order.* On an appointment of new trustees the Court, following the practice of the Bank of England, should direct the trustees to transfer the stock into their own names.

(A) *In re JOLIFFE'S TRUSTS* - Kekewich J. [1893] W. N. 84

(B) *In re GREGGON* C. A. [1893] 3 Ch. 233

22. — *Vesting order—Stocks standing in name of deceased trustee having no legal personal representative.* Where the sole survivor of original trustees died and left no legal personal representative and new trustees were appointed out of Court, an order was made under s. 25 of the Trustee Act, 1850, that on one of such new trustees retiring another new trustee should be appointed in his place and the stock vested accordingly. *In re STOKEN'S SETTLEMENT TRUSTS* - Kekewich J. [1893] W. N. 203

TRUSTEE—DUTIES AND LIABILITIES.

Accounts, col. 924.

Breach of Trust, col. 924.

Custody of Title Deeds and Chattels, col. 929.

Discretion, col. 929.

Negligence, col. 931.

Notice, col. 931.

Remunerated Trustee, col. 931.

Renewal of Leaseholds, col. 932.

Trust for Sale, col. 932.

Accounts.

1. — *Investigation of accounts.* *Cestui que trust* have an absolute right to investigate the accounts of their trustees. Trustees cannot settle an account due to one of themselves so as to preclude such an investigation. *In re FISH. BENNETT v. BENNETT* - Per Kay L.J. C. A. [1893] 2 Ch. 413, at p. 426

2. — *Right to an account—Limitation of actions.* Where a trustee, deft. to an administration summons (1892), alleged he had expended in educating and maintaining A., the residuary legatee, during his minority which expired in 1880 the whole of the residue, and A. alleged no fraud:—*Held*, that A.'s right to an account was barred by s. 8 of the Trustee Act, 1888. *In re PAGE. JONES v. MORGAN* [North J. [1893] 1 Ch. 304]

Breach of Trust.

1. — *Attachment.* (A) Writ of attachment against a trustee refused by the Court in exercise of its discretion under the Debtors Act, 1878, where the trustee had no means and had received no personal benefit from the breach of trust. *EARL OF ATLESFORD v. EARL POULTEY* (No. 2) - - North J. [1893] 2 Ch. 60

(B) Sect. 9 of the Bankruptcy Act, 1883, does not take away the jurisdiction of the Court under s. 4 (3) of the Debtors Act, 1869, to order the committal or attachment of a defaulting trustee against whom a receiving order in bankruptcy has been made. *In re SMITH. HANDS v. ANDREWS* [C. A. revers. Kekewich J. [1893] 2 Ch. 1]

2. — *Declaration that trustees are not liable—Costs.* Where under a marriage settlement which gave the trustees power to retain investments, there had been a loss in 1873, and in 1894 new trustees were appointed, who declined to act till it was decided whether the old trustees were liable for the loss:—*Held*, that the old trustees were entitled to a declaration that they were not liable, and that, under the circumstances, the trustees should be allowed their costs out of their estate. *In re IRWIN. BARTON v. IRWIN* [Stirling J. [1895] W. N. 23]

3. — *Following trust funds.* Part of the proceeds of trust funds appropriated by a father were made subject to the marriage settlement of his son, a beneficiary in remainder, who was ignorant of the source of the settled property:—*Held*, that the son's representatives were only entitled to have his share of the trust funds replaced after deducting the value of the proceeds settled. *CRICHTON v. CRICHTON* [North J. [1895] 2 Ch. 853]

TRUSTEE — DUTIES AND LIABILITIES — **Breach of Trust—continued.**

4. — “Instigation or request of a beneficiary”—*Indemnity—Trustee Act, 1888, s. 6.*] A trustee, at the verbal request of a married woman restrained from anticipating her income, advanced her £80 to prevent her home from being sold up:—*Held*, (1) that the trustee was entitled to indemnity out of her income; (2) that the “instigation or request of a beneficiary” need not be in writing. *GRIFFITH v. HUGHES*

[*Kekewich J. [1892] 3 Ch. 105*

5. — *Investment—Power to invest in such securities as trustee “shall think fit”—Commission or bribe—Liability of trustee to refund.*] A testator gave his residuary estate to trustees upon trust to invest “in such stocks funds and securities as they should think fit.” The trustees invested a portion of the trust estate in £3000 debentures of the New Travellers’ Club, Limited. One of the trustees received a commission or bribe of £300 for making this investment. The other trustee, since deceased, who was tenant for life of two-thirds of the residue, made the investment in the *bonâ fide* belief that it was a good one, and with the desire of increasing his income. In an action by beneficiaries seeking to make the surviving trustee and the estate of the deceased trustee jointly and severally liable to make good any loss to the trust estate occasioned by the investment:—*Held*, that the words “shall think fit” must be read as meaning “shall honestly think fit”; that in the absence of evidence that the deceased trustee did not honestly think fit to make the investment his estate could not be made liable, but that the other trustee, having received a bribe, could not have honestly thought fit to make the investment, and was therefore liable to make good the loss:—*Held* further, that, in addition to making good the loss, the surviving trustee was liable to refund the £300 as being money received by him, at the time when the investment was made, on behalf of the trust estate, and that his position was not altered by the fact that he was subsequently held liable to make good the loss occasioned by the investment. *In re SMITH. SMITH v. THOMPSON*

[*Kekewich J. [1895] W. N. 144 (15)*

6. — *Investment by loan to a firm—Continuance of loan after change of firm.*] A will authorized investment of the personal estate by deposit with a certain firm at interest. The testator at his death had money on deposit with the firm, and the trustees left it there:—*Held*, that it was a breach of trust to continue the deposit after a change in the firm. *In re TUCKER. TUCKER v. TUCKER* — *Romer J. [1894] 1 Q. B. 724*

7. — *Liability of estate of deceased trustee for breach committed after his death.*] The estate of a deceased trustee is not liable for trust funds which he left in a proper state of investment at the time of his death. *In re FALK. In re DRAKE. CHAMBERLAIN v. DRAKE* — *North J.*

[*[1892] W. N. 112*

8. — *Limitations, Statutes of.*] (A) Where trust funds advanced on mortgage are with the concurrence of the mortgagor applied in payment of a debt previously charged on the mortgaged property in favour of a bank in which the trustee

TRUSTEE — DUTIES AND LIABILITIES — **Breach of Trust—continued.**

is a partner, the trustee, in the absence of fraud, can set up the Statute of Limitations, 21 Jac. 1, c. 16; s. 8 of the Trustee Act, 1888, not applying to such a case. *In re GURNEY. MASON v. MERCER* [*Romer J. [1893] 1 Ch. 590*

(B) A trustee’s solicitor to whom money was entrusted with notice of the trust to invest on mortgage, so invested it. The mortgage was paid off, and the solicitor distributed one moiety to persons absolutely entitled thereto, but did not account for the other moiety. The solicitor died in 1879:—*Held*, that he was in the same position as an express trustee, and therefore an action against his executor was not barred by lapse of time. *SOAR v. ASHWELL. C. A. [1893] 2 Q. B. 390*

(C) Trustees and exors. instead of selling residuary personalty as directed by their testator, who died in 1872, allowed his widow and children to occupy the testator’s farm, and carried such farm on for the benefit of the family until 1882, when X, one of the testator’s sons, attained twenty-one, and certain portions of the property became divisible among him and his brothers. In 1890 X. and one of his brothers sued T., the surviving exor. and trustee, for not sooner selling the residuary personalty, and for carrying on the farm with the testator’s assets:—*Held*, that the action was brought not to recover a legacy to which 37 & 38 Vict. c. 57, s. 8, could be pleaded, but against a trustee to recover money in respect of a breach of trust, and was “one to which no existing statute of limitations applied” when the Trustee Act, 1888, was passed, and that more than six years having elapsed, the action failed under s. 8 of that Act. *In re SWAIN. SWAIN v. BRINGEMAN*

[*Romer J. [1891] 3 Ch. 233*

(D) In the absence of fraud the right of beneficiaries to an account from their trustees is subject to s. 8 of the Trustee Act, 1888. *In re PAGE. JONES v. MORGAN* — *North J. [1893] 1 Ch. 304*

(E) On a marriage between A. and B. in 1875, money of B. the wife was vested in trustees. No express life interest was given to B. in case she should survive A. A. died in 1885. B., the children, and the existing trustees, brought an action in 1890 against C. and D., a firm of solicitors, to make good losses from improper investments:—*Held*, by North J., that B.’s estate was a different estate from that during the joint lives of A. and B., and that it did not come into possession until 1885, and that consequently she was not barred by s. 8 (1) (b) of the Trustee Act, 1888:—*Held*, also, by North J., that her life estate could not be impounded under s. 6 of the Act of 1888 or s. 45 of the Trustee Act, 1893, to recoup C. and D. In 1884, A. R. was appointed trustee jointly with J. in place of W., a retiring trustee. A. R. did not sign the deed or formally accept the trusts; but the trust moneys were paid into the joint names of J. and A. R. at the bankers. C. was employed to find investments for the fund, which he did, but they were improper and insufficient, and loss was sustained:—*Held*, by C. A., revers. North J., that A. R. had accepted the office of trustee, and that C. could not be treated as a constructive trustee or as participating in the breach of trust, but as a solicitor

TRUSTEE — DUTIES AND LIABILITIES —**Breach of Trust—continued.**

acting under the instructions of the two trustees.
MARA v. BROWNE - North J. [1895] 2 Ch. 69;

[C. A. [1895] W. N. 162 (13)

(r) The Trustee Act, 1888, does not entitle an innocent partner in a firm of solicitors to plead the Statute of Limitations against a client suing the firm for misappropriation of his moneys by one of his firm. **MOORE v. KNIGHT**

[Stirling J. [1891] 1 Ch. 547

(g) Sect. 8 of the Trustee Act, 1888, does not apply against persons who have been served with a decree for general administration pronounced after Jan. 1, 1890, if the action was commenced before that date. *In re HARRISON.* ALLEN v. COBT (No. 2) - Chitty J. [1892] W. N. 148

(h) The Trustee Act, 1888, has in no way altered the principles which determine the time at which a cause of action for breach of trust or concealed fraud accrues.

The exception in s. 8 of the Act as to property "still retained" by the trustee applies, and is confined to cases in which at the date of the writ the trustee still retains—that is has actually in his hands or under his control—the trust property or the proceeds thereof. **THORNE v. HEARD**

[Romer J. [1893] 3 Ch. 530;

[C. A. [1894] 1 Ch. 599;

[affirm. by H. L. (E.) [1895] A. C. 495

9. — *Misconduct—Costs.* Where an action has been occasioned by the misconduct of a trustee the costs incurred in the action subsequent to the judgment are in the discretion of the Court. In this case the trustee was held not entitled to costs. **EASTON v. LANDOR**

[C. A. [1892] W. N. 176

— *Mortgage, where bad as breach of trust.*

See MORTGAGE—VALIDITY.

10. — *Rate of interest to be charged.* Trustees guilty of a breach of trust are still chargeable with interest at the rate of 4 % according to the old rule. *Semble*, that the rule should be revised under the altered circumstances of the times. **OWEN v. RICHMOND** Kekewich J. [1895] W. N. 29

11. — *Tenant for life—Liability—Valuation for mortgage—Report of valuer—Limitation of action—Trustee Act, 1888, ss. 4, 5, 6, 8.* A tenant for life consented in writing to an investment by trustees of the trust fund on a mortgage. The security was insufficient, and some of the trust fund was lost:—*Held*, by C. A. (1) (revers. Kekewich J.) that the trustees were not entitled under s. 6 of the Trustee Act, 1888, to have the life interest in the whole trust fund impounded by way of indemnity to them against their liability to the infant remaindermen, as the evidence did not shew that the tenant for life instigated, requested, or agreed in writing to a breach of trust; (2) affirming Kekewich J. that, as between the tenant for life and the trustees, the breach of trust was committed in 1878, when the investment was made, and not in 1890, when the interest on the mortgage ceased to be paid, and therefore the tenant for life's remedy against the trustees was barred by the statute; (3) that payment of interest on the mortgage was not an acknowledgment which would take the case out of the

TRUSTEE — DUTIES AND LIABILITIES —**Breach of Trust—continued.**

Statute of Limitations. Duty of trustees with regard to report of valuer considered. *In re SOMERSET.* SOMERSET v. EARL POULETT

[1894] 1 Ch. 231

12. — *Trustee beneficiary—Contribution between trustees.* Loss, to the extent of less than one-fifth, was incurred by improper investments of trust funds; one of the trustees, after some of the improper investments, became entitled to one-fifth of the funds:—*Held*, that the whole of the loss must fall on the share to the trustee beneficiary, and that he had no right to contribution from his co-trustee. **CHILLINGWORTH v. CHAMBERS** (No. 1) - North J. [1895] W. N. 132 (17)

13. — *Trustee de son tort—Constructive trust.*

Two persons, strangers to the will, assisted the executrix in carrying on the business of the testator. These persons were aware that the executrix in so doing was committing a breach of trust, but otherwise they acted in good faith. They had no control of the trust funds and did not derive any benefit from the breach of trust, except that they had sold goods to the executrix in the ordinary course of business:—*Held*, that they were not liable as trustees *de son tort* or constructive trustees. *In re BARNEY.* BARNEY v. BARNEY - Kekewich J. [1892] 2 Ch. 265

14. — *Trustee de son tort—Mortgage—Insufficient security—Solicitor.* Trust money was advanced on security of a mortgage which turned out to be insufficient, and the same solicitor acted for both parties, the facts of his having been employed to carry out the transaction, and of the money having passed through his bank:—

Held, not to make him liable for the insufficiency of the security. **BRINDEN v. WILLIAMS** [North J. [1894] 3 Ch. 185

15. — *Trustees' lien on making good breach of trust.* On the marriage of A. and B., A. brought into settlement a sum secured by mortgage on his estates, B. a sum invested in Railway Rentcharge Stock. A. and B. each took the first life interest in their respective funds. At the instigation of A. and B., the trustees committed a breach of trust by selling out B.'s stock, and advancing the proceeds to A. secured by an equitable mortgage of A.'s estates. A. then assigned his life interest in his fund to S. The trustees proposed to make good their breach of trust, and claimed a lien on A.'s life interest. On an application by the trustees for a receiver of the rents of A.'s Irish estates:—*Held*, (1) that at the date of the assignment to S. there was an existing equity in the *cestui que trust* in remainder which became vested in the trustees on their making good their breach, and (2) that in the absence of special circumstances, S. took the assignment subject to that equity; (3) that the remainderman was a necessary party. **BOLTON v. CURRIE** (No. 1) - Stirling J. [1894] W. N. 122

16. — *Trustees' right to be recouped out of beneficiary's interest.* The equity of a trustee who commits a breach at the request and for the benefit of a beneficiary (and consequently thus affecting an assignee of the interest of a beneficiary) is not merely statutory since the passing

TRUSTEE — DUTIES AND LIABILITIES — Breach of Trust—continued.

of the Trustee Acts, 1888 and 1893, but is the same now as it was before those Acts, which enlarge the judicial discretion of the Court in such cases. Such equity is not waived where the trustee at the time of the breach declines to take a mortgage of the beneficiary's interest by way of security for the breach. It is the duty of a trustee to protect a married woman, restrained from anticipation against herself, when she asks him to commit a breach of trust. On failure of such duty the Court will be slow to exercise its discretion under s. 45 of the Act of 1893 in order to remove the restraint on anticipation in order that her life interest may be impounded to recoup him. *BOLTON v. CURRE* (No. 2). — *Romer J.* [[1895] 1 Ch. 544

17. — *Unauthorized investment.* The Trustee Act, 1893 (Amdt.) Act, 1894, s. 4, has no retrospective operation so as to exempt trustees from liability for a breach of trust committed before the passing of the Act in retaining an investment not authorized by the instrument of trust or by the general law. *In re CHAPMAN. COCKS v. CHAPMAN — Kekewich J.* [1895] W. N. 162 (14)

Custody of Title Deeds and Chattels.

1. — *Bonds to bearer.* Although as a general principle trustees must have their title deeds as well as their securities under their own control, yet where title deeds relate to a building estate in course of development it is not improper to leave them in the hands of a solicitor:—*Semble*, that certificates and bonds payable to bearer ought not to be under the control of a solicitor or any other agent. Trustees must keep them not necessarily in their own custody, but in some place where they cannot be got at without the consent of the whole body. *FIELD v. FIELD* [Kekewich J. [1894] 1 Ch. 425

2. — *Dishonesty of servant.* The paid trustee under a creditors' deed is not liable either as trustee or as bailee for reward for articles stolen by a servant employed by him in carrying on the debtor's business. *JOBSON v. PALMER* [Romer J. [1893] 1 Ch. 71

Discretion.

1. — *Advancement of legates.* A testator by his will directed sums to be invested for the benefit and advancement of his sons, such sums to be applied as the trustees might think fit, and further directed that such sums should be judiciously invested, as they were intended specially for the advancement in life of his sons:—*Held*, that on attaining twenty-one the sons were absolutely entitled to the legacies, freed from the exercise of any discretion on the part of the trustees. *In re JOHNSTON. MILLS v. JOHNSTON* [Stirling J. [1894] 3 Ch. 204

2. — *Allowance towards infant's maintenance—Contingent interest—Jurisdiction of Court to interfere.* A testator declared that after the decease or marriage again of his wife, his trustees should apply the whole or such part of the income of the expectant share of any child for or towards the maintenance, &c., of such child. The widow married again, and the trustees declined to make

TRUSTEE — DUTIES AND LIABILITIES — Discretion—continued.

her an allowance towards the infant's maintenance:—*Held*, that there was no absolute trust to apply the income for the maintenance, but a discretionary trust, equivalent to a power, and that the Court would not interfere with the *bona fide* exercise of the trustees' discretion. *In re BRYANT. BRYANT v. HICKLEY*

[Chitty J. [1894] 1 Ch. 324

3. — *Exercise of discretion—Bankruptcy of settlor.* Under a settlement real estate was limited to such uses and on such trusts as A. and B. should jointly appoint, with a life estate to B. in default of appointment. The trust funds were appointed, *inter alia*, as to part to pay certain of B.'s debts and as to another part to himself for life with a gift over on alienation. B. became bankrupt:—*Semble*, that if the trustees under their discretionary power paid B. more than enough for his necessary maintenance he could be made to account for the excess to his trustee in bankruptcy. *In re ASHEY. Ex parte WREDFORD* [V. Williams J. [1892] 1 Q. B. 372

4. — *Information as to funds and incumbrances—Persons not cestui que trust—Misrepresentation.* (A) Where a trustee, on being applied to by an intending purchaser as to whether his *cestui que trust* was absolutely entitled to a fund, said he "is entitled to his share, which he can dispose of to any one," although there was an incumbrance, of which the trustee had notice:—*Held*, that the trustee was liable to reimburse the purchaser. *BURROWS v. LOCK* [1891] 3 Ch. 94, n.

[This case is incompletely reported in 10 Ves. 470, and is here made complete.]

(B) A trustee is under no obligation to assist a *cestui que trust* in incumbering his beneficial interest nor to answer the inquiries of a stranger about to deal with the *cestui que trust*. If he answers such inquiries he is only bound to answer honestly to the best of his actual knowledge and belief, and need not himself make any inquiries. He is not liable for such honest answers unless they amount to a warranty or an estoppel. A person proposing to lend money on a life interest inquired of the trustee whether there were any prior charges. The trustee, forgetting that several prior charges were recited in the deed appointing him, replied in the negative. The security proved worthless and the mortgagee claimed indemnity from the trustee:—*Held*, that he was not liable. *LOW v. BOUVIER*

[C. A. [1891] 3 Ch. 82

[This case was referred to by Stirling J. in *In re WYATT. WHITE v. ELLIS*, [1892] 1 Ch. 189; affirm. by H. L. (E.) *sub nom.* *WARD v. DUNCOMBE*, [1893] A. C. 369.]

5. — *Information as to incumbrances on the fund.* A *cestui que trust* who is contingently entitled in remainder to a share of Consols standing in the name of a trustee, is entitled to obtain from such trustee an authority to the Bank of England, enabling him to ascertain whether there is any charging-order, stop-order, or distringas upon the trust fund. *In re TILLOT. LEE v. WILSON — Chitty J.* [1892] 1 Ch. 86

6. — *Information as to investment of trust*
2 H

TRUSTEE — DUTIES AND LIABILITIES — **Discretion—continued.**

estate.] A person having a reversionary interest in a trust fund is entitled to information from the trustees as to the investments forming the trust estate. *In re DARTNALL. SAWYER v. GODDARD* [C. A. revers. North J. [1895] 1 Ch. 474

Negligence.

Dishonesty—Fraud.] A trustee is not dishonest and fraudulent merely because he neglects his trust, and thereby wrongs those whom it is his duty to protect. *In re SMITH. HANDS v. ANDREWS* - C. A. revers. Kekewich J. [1893] 2 Ch. 1

Notice.

1. — *Notice to one of several trustees.*] Mortgagees of the settled share of a wife in a personal fund held under a will before advancing money inquired of E. and S., the trustees of the will, as to the existence of incumbrances, but received an evasive answer from S. and a reply from E. that he was not aware of any dealings. There was in fact a settlement of which S. had notice, but not E. S. afterwards died, and a new trustee was appointed in his place:—*Held*, that as the mortgagees took their security without obtaining an answer from S. as to the existence of prior incumbrances, they took subject to the settlement of which he had notice. *Held*, also, that the subsequent death of S. before the period of distribution did not affect the priority of the settlement. *In re WYATT. WHITE v. ELLIS* - Stirling J. affirm. by C. A. [1892] 1 Ch. 188; affirm. by H. L. (E.) sub [nom. *WARD v. DUNCOMBE* [1893] A. C. 369

2. — *Payment into Court.*] A trustee who pays a fund into Court under the Trustee Relief Act, 1847, is no longer bound to give notice to the persons entitled to the fund, Order v. of the Chancery Funds (Amended) Orders, 1874, being now obsolete since the repeal of the Chancery Funds Consolidated Rules. *In re GRAHAM'S TRUSTS* - Chitty J. [1891] 1 Ch. 151 [See now Supreme Court Funds Rules, 1894.]

Payment into Court.

See PRACTICE—PAYMENT INTO COURT.

Receipts.

See SETTLED LAND — SETTLED LAND ACTS—Trustees.

Remunerated Trustee.

1. — *Annuity by way of salary.*] Annuities granted to trustees to be enjoyed by them while carrying on the testator's business are liable to legacy duty. *In re THORLEY. MASSAM v. THORLEY* C. A. affirm North J. [1891] 2 Ch. 613

2. — *Dishonesty of servant.*] A trustee, although remunerated for his services, is not liable for loss occasioned by the felonious acts of his servant, if the servant be properly selected and employed, and there is no negligence. *Semble*, that the liability of a trustee is not increased by the fact that he is remunerated for his services. *JOHNSON v. PALMER* - Romer J. [1893] 1 Ch. 71

3. — *Profit out of the estate—Solicitor trustee.*] The deft., a solicitor trustee, gave some trust

TRUSTEE — DUTIES AND LIABILITIES — **Remunerated Trustee—continued.**

business to a London firm on condition that he should receive a commission. The London firm acted as solicitors for the trust in certain actions, and paid the commission on the profit costs:—*Held*, that the deft., not being the solicitor on the record, must account to the trust estate for the commissions as profits made directly or indirectly through his office of trustee. *VIPONT v. BUTLER* [Chitty J. [1893] W. N. 64

Renewal of Leaseholds.

Fines on renewal—Trustee Act, 1888.] The object of s. 10 of this Act was to remove the then existing liability of trustees, and not to alter the law as between tenant for life and remaindermen. *In re BARING. JEUNE v. BARING*

[Kekewich J. [1893] 1 Ch. 61

[See Trustee Act, 1893 (56 & 57 Vict. c. 53).]

Trust for Sale.

1. — *Power to postpone—Profits of business pending sale.*] A bequeathed a business to trustees upon trust for sale, with power to postpone the sale, and directed that, pending sale, the income should be paid to the same persons and in the same manner as an income from the trust estate:—*Held*, that the absolute discretion given to the trustees to postpone the sale involved a power to carry on the business, and that the whole income arising therefrom was properly paid to the tenant for life. *In re CROWTHER. MIDGLEY v. CROWTHER* Chitty J. [1895] 2 Ch. 56

2. — *Power to postpone sale—Power to carry on business.*] A testator directed his real and personal estate to be sold, and particularly that his businesses should be sold with all convenient speed. The will contained a power to postpone the sale of all or any part of his estate:—*Held*, that the trustees could not carry on the businesses for an indefinite period. The Court, under the circumstances, authorized the trustees to carry on one of the testator's two businesses (of pawnbrokers) for two years. *In re SMITH. ARNOLD v. SMITH* - North J. [1895] W. N. 164 (16)

Trustee de son Tort.

See above, Breach of Trust. 13, 14.

TRUSTEE—EXPENSES.

1. — *Costs—Administration action.*] Where administration proceedings are rendered necessary by the misconduct of a trustee the Court has power to deprive him of his costs incurred after the judgment or order for administration. *EASTON v. LANDOR* - C. A. [1892] W. N. 176

2. — *Costs—Retaining out of estate—Judge making no order as to costs.*] Where, on an originating summons calling on a trustee for his accounts, the judge does "not think fit to make an order as to the costs of the action," it operates as a judicial decision that the trustee is not entitled to his costs of the action, and is inconsistent with his retaining them out of the estate. *In re HODGKINSON. HODGKINSON v. HODGKINSON* [C. A. [1895] 2 Ch. 190

3. — *Costs—Statute-barred items.*] Where there is a direction to ascertain the costs, charges, and expenses of trustees, statute-barred costs

TRUSTEE—EXPENSES—continued.

should be included, for the Statutes of Limitation bar the remedy, not the debt, and the object of the order is to give effect to the trustee's right of indemnity which extends to fair claims of every kind, and not merely to those enforceable by action. *BUDGETT v. BUDGETT* (No. 2)

[*Kekewich J.* [1895] 1 Ch. 202]

4. — *Remuneration.* There is no inflexible rule that a trustee can only be appointed receiver of the trust property on the terms of his having no remuneration. Remuneration allowed although no mention of remuneration was made in the administration order appointing the receiver. *In re BIGNELL. BIGNELL v. CHAPMAN*

[C. A. affirm. *North J.* [1892] 1 Ch. 59]

— *Solicitor trustee—Professional charges.*

See SOLICITOR—BILL OF COSTS—General.
17—19.

TRUSTEE—INVESTMENTS.

The law as to trustees' investments was consolidated and amended by ss. 1—9 of the Trustee Act, 1893. The Act of 1893 was amended by the Trustee Act, 1894 (57 & 58 Vict. c. 10).

1. — *Appropriation to answer annuity.* The power given to trustees by s. 3 of the Trust Investment Act, 1889, to invest trust funds in any of the stocks therein mentioned, does not extend to authorizing them to set apart any of such stocks to answer a particular purpose:—*Quere*, whether such an object can be effected under the power of varying investments given at the end of s. 3. *In re O'WTHWAITE. O'WTHWAITE v. TAYLOR*

[*Kekewich J.* [1891] 3 Ch. 494]

2. — *Authorized investment—Change in firm to which loan was authorized—Breach of trust.* A. by his will authorized trustees to place a sum "in the hands of B. & Co. should they be willing to receive it at interest":—*Held*, by *Romer J.*, that it was a breach of trust to continue the loan after a change took place in the members of B. & Co. *In C. A.*, appeal ordered to stand over till it was ascertained whether any loss had accrued through the alleged breach of trust. *In re TUCKER. TUCKER v. TUCKER* (No. 2) *Romer J.*

[1894] 1 Ch. 724; C. A. [1894] 3 Ch. 429]

3. — *Company incorporated by charter—"Act of Parliament."* An insurance co. incorporated by a charter which the Crown was by statute specially authorized to grant held to be "a co. incorporated by Act of Parliament" within the meaning of an investment clause. *ELVE v. BORTON*

[*North J. affirm.* by C. A. [1891] 1 Ch. 501]

4. — *Investment in land—Option.* Under s. 33 of the Act of 1882 a tenant for life has the same power over capital money in the hands of trustees liable to be laid out in land as he has over settled land. He has an option to direct how the money shall be invested or applied. *In re GEE. PEARSON-GEE v. PEARSON*

[*Chitty J.* [1895] W. N. 90]

5. — *Power to vary investments.* The Trust Investment Act, 1889, s. 3, gives trustees power to vary investments, not only of moneys invested by them under the section, but also of moneys invested in any description of fund mentioned in the section. The fact that the deed or will creating the trust gives no express power to vary

TRUSTEE—INVESTMENTS—continued.

the investments is not material. *In re DICK. LOPES v. HUME-DICK* - C. A. [1891] 1 Ch. 423
[affirm. by H. L. (E.) *sub nom.* *HUME v. LOPES* [1892] A. C. 112]

See also In re O'WTHWAITE. O'WTHWAITE v. TAYLOR - - - [1891] 3 Ch. 494]

TRUSTEE—LEGAL ESTATE.

Devise in trust—Failure of beneficiaries. Trustees under two different wills claimed to have become absolutely entitled to devise property on failure of the beneficiaries:—*Held*, that the acting trustee of the original will who had the legal estate was entitled to hold the property against the trustee of the will of a beneficiary, on the ground that the latter trustee was a bare trustee with no duties to perform, and accordingly had no right to call for the conveyance of the legal estate. *In re LASHMAR. MOODY v. PENFOLD* - - C. A. *revers.* *Kekewich J.* [1891] 1 Ch. 258]

TRUSTEE DE SON TORT.

See SOLICITOR—MISCONDUCT. 8, 10.

TRUSTEE—RULES AND ORDERS.

See "Table of Rules and Orders Issued,"
above, p. ccclix.

TRUSTEE IN BANKRUPTCY.

See BANKRUPTCY—TRUSTEE.

TRUSTEE RELIEF ACTS.

[*The Trustee Relief Acts were repealed and further provision made by the Trustee Act, 1893 (56 & 57 Vict. c. 53).*]

See PRACTICE—PAYMENT OUT OF COURT.
5.

TRUSTEE, passim.

TRUSTEE UNDER SETTLED LAND ACTS.

See SETTLED LAND—SETTLED LAND ACTS—Trustees.

TUG.

See SHIP—COLLISION. 23.

SHIP—WRECK AND SALVAGE. 12.

TUNBRIDGE WELLS.

History of the disputes concerning the Pantiles. BAIRD v. CORPORATION OF TUNBRIDGE WELLS - - [1894] 3 Q. B. pp. 268-271]

TUNNEL.

See LAND TAX. 1.

RAILWAY—RAILWAYS CLAUSES ACT.
9.

RATES—Rateable Occupation. 19.

A tunnel under a highway held to be a corporate hereditament and not an easement, and therefore debts who had been in exclusive possession for more than twelve though less than twenty years had to acquire a statutory title as against the owner of the sub-soil of the highway. *BEVAN v. LONDON PORTLAND CEMENT CO.*

[*Romer J.* [1892] W. N. 152]

TURBARY.

— *Rights of.*

See COMMON. 2.

TURNPIKE.

See HIGHWAY—Right of Way. 1.

TYNE RIVER.

See SHIP—PILOTAGE—Bye-laws.

U.

ULTRA VIRES.

See BUILDING SOCIETY—Ultra Vires.
COMPANY — DIRECTORS — Liability.
2, 4.
RAILWAY—POWERS.

UNCERTAINTY.

See WILL—SPECIFIC DEVISE.

UNDERLEASE.

See LANDLORD AND TENANT—LEASE. 43,
44, 46.

"UNDERTAKING."

— of Tramway promoters.

See TRAMWAY COMPANY. 2.

UNDERWRITER.

See INSURANCE, MARINE.

— Liability to take shares.

See COMPANY — SHARES—Agreement to
take. 2.

See COMPANY — WINDING-UP—CONTRI-
BUTORY. 18.

UNDISCLOSED PRINCIPAL.

See PRINCIPAL AND AGENT—Liability of
Principal. 3, 4.

UNDUE INFLUENCE.

1. — *Religion — Confidential relationship.*
Gift *inter vivos* set aside on the ground that it
had been obtained by the exercise of undue in-
fluence under the guise of religion:—*Semble*, that
in this case it might have been set aside on the
ground of confidential relationship. *MORLEY v.*
LOUGHNAN — *Wright J.* [1893] 1 Ch. 736

2. — *Solicitor and client—Executor and bene-
ficiary.* A voluntary gift by beneficiaries to a
solicitor exor. set aside, on the ground of pressure
and absence of independent advice. *WHEELER*
v. SARGEANT — *Romer J.* [1893] W. N. 136

3. — *Solicitor and client—Gift by client—Ab-
sence of independent advice.* The client of a
solicitor, without independent advice, made a
voluntary conveyance to him of leasehold pre-
mises in trust for herself for life, and after her
death in trust for his wife, who was her niece,
for her separate use absolutely:—*Held*, that the
well-settled rule of equity being that such a
gift could not be supported, unless the donor
had competent and independent advice in
making it, the conveyance must be declared void.
LILES v. TERRY — *C. A.* [1895] 2 Q. B. 679

UNDUE PREFERENCE.

— of Creditors.

See BANKRUPTCY—DISCHARGE. 5.

— Railway charges.

See RAILWAY—MANAGEMENT.

RAILWAY AND CANAL COMMISSION.
1, 7—12.

UNEXEMPTED SHIP.

See SHIP—PILOTAGE—Compulsory Pilot-
age. 3.

UNIFORM.

By the Uniforms Act, 1894 (57 & 58 Vict. c. 45),
the unauthorized use of military and naval uniforms
was restricted.

UNIVERSITY.

— Bursar of College—Assessment to income tax.
See INCOME TAX. 12.

1. — *Proceeds of sale of college property, appli-
cation of.* (A) In consequence of s. 4 of the
Universities and College Estates Amendment
Act, 1880, moneys arising from the sale of
college property, and paid into Court by the
rlwy. co., cannot be applied under s. 2 of the Act
in the purchase of land without the consent of
the Bd. of Agric. *Ex parte KING'S COLLEGE,*
CAMBRIDGE (No. 1) *North J.* [1891] 1 Ch. 333

(B) The effect of the Universities and College
Estates Acts, 1858 and 1890, is to add another
mode of investment of purchase-money of college
lands to those mentioned in s. 69 of the Lands
Clauses Act. The Court, with the consent of the
Bd. of Agric., sanctioned the application of pur-
chase-money of land, paid into Court under the
Lands Clauses Act, in the erection of new build-
ings, on the college undertaking to repay the
same in thirty annual instalments. Form in
which the consent of the Bd. of Agric. should be
evidenced. *Ex parte KING'S COLLEGE, CAMBRIDGE*
(No. 2) — *North J.* [1891] 1 Ch. 677

— *Rules of the Vice-Chancellor of Oxford's Court.*
See OXFORD.

— *Scottish University Ordinance.*

See STATUTES (INTERPRETATION) —
Generally. 11.

UNLAWFUL GAMES.

See GAMING—Unlawful Games.

UNLICENSED PREMISES.

See INTOXICATING LIQUORS — Offences.
4, 6, 7.

UNLIMITED COMPANY.

See COMPANY — WINDING-UP—CONTRI-
BUTORY. 19.

UNLIQUIDATED DAMAGES.

— Counter-claim for.

See COUNTY COURT—Jurisdiction. 19.

UNOCCUPIED HOUSE.

— Water rate.

See WATER—Supply under Waterworks
Clauses Act. 9.

UNQUALIFIED PERSON.

See SOLICITOR—UNQUALIFIED PERSON.

UNREGISTERED COMPANY.

See COMPANY—UNREGISTERED COMPANY.
 COMPANY — WINDING-UP — UNREGISTERED COMPANY.

UNSEAWORTHINESS.

— of Ship.

See SHIP—BILL OF LADING—Exceptions. 5, 6; Warranty. 2.
 SHIP—MASTER AND SEAMAN. 4.
 SHIP—MERCHANT SHIPPING ACTS. 5.

UNSOUND MEAT.

See NUISANCE—What Amounts to. 14—16.

URBAN AUTHORITY.

See DISTRICT COUNCIL.

— Public library belonging to.

See LIBRARY.

URINAL.

— Erection of.

See GARDEN.

STREETS AND BUILDINGS — Public Convenience.

URUGUAY.

— Extradition.

See EXTRADITION.

USAGE.

— Mercantile.

See SHIP—BILL OF LADING—Mercantile Usage.

USER.

— of Patent.

See PATENT—Prolongation. 4.

— of Trade-mark.

See TRADE-MARK—Registration. 7.

UTILITY.

See PATENT—Prolongation. 4.

V.

VACCINATION.

1. — *Jurisdiction—Previous conviction.*] If a person has been fined under s. 31 of the Vaccination Act, 1867 (30 & 31 Vict. c. 84), for disobedience to an order for the vaccination of a child, he cannot be fined a second time for disobedience to the same order. *REG. v. JUSTICES OF PORTSMOUTH* - Div. Ct. [1892] 1 Q. B. 491

2. — *Non-compliance with vaccination order—Further proceedings.*] Where an order, under s. 31 of the Vaccination Act, 1867, has been made for the vaccination of a child, summary proceedings for the enforcement of the order may be taken by the vaccination officer without obtaining special directions from the guardians of the union or parish in which the child was at the date of the order. The proviso in art. 16 of the General Order of the Loc. Govt. Bd., 1874, as to further proceedings applies not to the enforcement by summary proceedings of a vaccination order already obtained, but to proceedings for obtaining orders against a person who has already been fined under s. 31 of the Vaccination Act, 1867. *REG. v. BROCKLEHURST* - Div. Ct. [1892] 1 Q. B. 566

VALIDITY.

- of Betting transactions.
See GAMING—Validity, &c.
- of Bill of Sale.
See BILL OF SALE—STATUTORY FORM.
- of By-law.
See WEIGHTS AND MEASURES. 1.
- of Contract.
See CONTRACT—Illegality.
- of Deed of Settlement of Company.
See COMPANY—MEMORANDUM—Validity.
- of Mortgage.
See MORTGAGE—VALIDITY.
- of Patent.
See PATENT—Validity.
- of Power of Appointment.
See POWER OF APPOINTMENT—Validity.
- of Railway Bye-law.
See RAILWAY—PASSENGER. 2.
- of Statutory Rules.
See STATUTORY RULES AND ORDERS.
- of Stock Exchange transactions.
See GAMING—Validity, &c.
STOCK EXCHANGE.

VALUATION.

- Compulsory sale of waterworks.
See WATER—Supply under Waterworks Clauses Act. 3.
- Life interests.
See SETTLEMENT—Construction. 10.
- Metropolis.
See LONDON COUNTY—VALUATION.

VALUATION—continued.

— Mortgage.

See TRUSTEE—DUTIES AND LIABILITIES.

11.

VALUER.

— of Tramways for purchase by local authority.

See TRAMWAY COMPANY. 1, 2.

VALUATION LIST.

See RATES—Assessment. 5, 6.

VALUER.

Liability.] A valuer is not liable for a valuation for a mortgage, &c., made without reasonable skill and care (but not fraudulently) unless there is a contract between him and the person who has made an advance on the faith of the representation. Damages assessed at the whole loss sustained through the deficiency of the security. Cases in which a person may be liable for representations made without fraud considered by *Romer J. SCHOLES v. BROOK* - *Romer J.* [1891] W. N. 16; *affirm. by C. A.* [1891] W. N. 101

And see SURVEYOR. 1.

TRUSTEE—DUTIES AND LIABILITIES—Breach of Trust. 11.

VARIATION OF SETTLEMENTS.

See DIVORCE—VARIATION OF SETTLEMENTS.

VASSAL.

See SCOTTISH LAW—Superior and Vassal.

VAULTS.

— Closed churchyard used as public garden.
See ECCLESIASTICAL LAW—Faculty. 7.

VENDOR AND PURCHASER.

Conditions of Sale, col. 940.
Contract, col. 942.
Conveyance, col. 945.
Rescission, col. 947.
Title, col. 948.

Conditions of Sale.

1. — *Assumption of fact.*] A condition requiring the purchaser to assume a certain fact, e.g., the death of A., intestate and without heirs, is not misleading if the vendor really believes the fact, although the fact to be assumed is absolutely necessary to the vendor's title. Nor is it necessary to explain in the condition the particular defect which the condition is intended to cover. *In re SANDBACH AND EDMONDSON'S CONTRACT*

[C. A. [1891] 1 Ch. 99]

2. — *Condition precedent—Waiver.*] A stipulation in a memorandum of agreement that the agreement was subject to the preparation of a formal contract cannot be waived by the vendor as against the purchaser so as to enable the vendor to maintain an action for specific performance upon the rest of the memorandum. *LLOYD v. NOWELL* - *Kekewich J.* [1895] 2 Ch. 744

VENDOR AND PURCHASER—Conditions of Sale—continued.

3. — "*Holding title.*" A mortgagee selling under a power of sale furnished an abstract of title which shewed a defect in the mortgagor's title. After the time limited by the conditions of sale the purchaser refused to complete the sale, and claimed the return of the deposit. The mortgagee then shewed he was at the time of the mortgage ignorant of the defect, and had a good holding title:—*Held*, by Romer J., that, as he had not disclosed his holding title until the plff. was in a position to rescind and claim the return of the deposit, he was too late. But, *held* by C. A., that there was no defect in the title, and so the purchaser could not rescind. *SAXBY v. THOMAS* — C. A. [1891] W. N. 28

[*revers. Romer J.* [1891] W. N. 4

4. — *Intermediate title.* On the sale by auction by a mortgagee of a leasehold, a condition of sale provided that the purchaser should not make any objection in respect of the intermediate title between the lease and an assignment thereof, "notwithstanding any recital or reference to such title contained in the assignment or any subsequent document of title, but shall assume that the said assignment vested in the assignees a good title." Subsequently the purchaser obtained information as to the intermediate title, which threw doubt on the vendor's title to sell:—*Held* (1) that the condition threw on the purchaser the burden of proving a defective title, and that it was not enough to shew that the title was open to suspicion, and (2) that the vendor was entitled to a declaration that a good title had been shewn according to the terms of the contract. *Semble*, a purchaser who can obtain the legal estate cannot evade his contract on the ground that he is unable to obtain a complete string of covenants for title. *In re SCOTT & ALVAREZ'S CONTRACT.* *SCOTT v. ALVAREZ*

[C. A. *revers. Kekewich J.* [1895] 1 Ch. 596

5. — *Interest* — "*Wilful default.*" Where the conditions of sale provided that "if from any cause whatsoever other than the wilful default of the vendor," purchase-money was not paid on a certain date, the purchaser was to pay interest, and stated that the property was purchased under a local Act of 1824, but, as a matter of fact, a material portion of the property was acquired under a later Act, *held* by Chitty J. that the vendor's omission in not discovering that the whole was included in the 1824 Act was not "wilful default" within the condition:—*Held*, by C. A., that the delay was really occasioned by voluntary delay of the purchaser in sending in requisitions and in examining the deposited plan referred to in the Act of 1824, and to his inability to find the purchase-money, and that he was liable to interest from the fixed date:—*Held*, also (Kay L.J. diss.), that there had not been wilful default. What is "wilful default" discussed. *In re MAYOR OF LONDON AND TUBBS*

[Both Courts [1894] 2 Ch. 524

6. — *Interest* — "*Wilful default.*" Where a purchase cannot be completed by the appointed day through the failure of the vendor to obtain the concurrence of necessary parties, he cannot claim interest from the purchaser under the usual con-

VENDOR AND PURCHASER—Conditions of Sale—continued.

dition requiring the purchaser to pay interest on the purchase-money "if from any cause whatever, other than the wilful default of the vendor," the purchase is not completed by the appointed day, the delay being attributable to the vendor's "wilful default." *In re EARL STRAFFORD AND MAPLES* — Kekewich J. [1895] W. N. 147 (10)

7. — *Power to rescind.* Conditions of sale gave power for the vendors to annul the sale and return the deposit without compensation, if unable or unwilling to meet any requisition or objection, "notwithstanding any previous negotiation or litigation":—*Held*, that the condition could not be construed to include a final judgment given adverse to the title, and therefore the vendors on rescinding were bound to pay the intending purchaser the cost of investigating the title. *In re ARBIS AND CLASS' CONTRACT*

[North J. affirm. by C. A. [1891] 1 Ch. 601

8. — *Sale by Court—Sale with concurrence of first mortgages.* An order for sale of an estate binds puisne incumbrancers, and, if the purchase-money be insufficient to discharge the first mortgage, the estate should, if the first mortgagees release their mortgage, be sold free from incumbrances. Where the first mortgagees, while releasing their mortgage, reserved the rights of the puisne incumbrancers:—*Held*, that the purchaser was not bound to complete unless he was tendered an absolute conveyance in fee simple without any qualifying words and was entitled to a declaration that the subsequent incumbrancers were bound by the order of the Court. *MOSTYN v. MOSTYN* — C. A. *revers. Kekewich J.*

[1893] 3 Ch. 376

— *As to title.*

See Title, below.

Contract.

1. — *Adverse claim—Misleading particulars.* It is the duty of vendors to give notice of adverse claims which are not idle and frivolous. A sold a warehouse to B., who signed the contract without notice that there was a claim to the sole ownership of one wall thereof. A. claimed a declaration that B. was not entitled to insist on a release of the adverse claim:—*Held*, that as A. had not made out that the claim was clearly unfounded, he ought to have given notice of it, and the purchaser was entitled to insist on the release. *In re HARRIS AND RAWLING'S CONTRACT*

[Chitty J. [1894] W. N. 19

2. — *Authority to agent to find a purchaser.* Instructions given to estate agents to find a purchaser and negotiate a sale held not to amount to an authority to bind the vendor by a contract. To bind the vendor there must be an express authority to the agent to enter into a contract on behalf of the vendor. *CHADBURN v. MOORE*

[Kekewich J. [1892] W. N. 126

3. — *Building estate—Restrictive covenants—Representations by vendor.* Where a vendor prepares, and shews to a purchaser of one or more plots, a plan of a building estate in plots, with houses upon them, and also an agreement in a printed form, the purchaser is not in every case entitled to assume that the whole estate is governed

VENDOR AND PURCHASER—Contract—contd.

by a scheme in strict accordance with the plan, and that each plot is to be bound by clauses similar to the printed clauses of the agreement.

TUCKER v. VOWLES Romer J. [1893] 1 Ch. 195

4. — Building estate—Restrictive covenants.]

Where vendors sold one lot, part of a building estate subject to certain restrictive covenants, the purchaser was held entitled to a declaration that the vendors would, as to the unsold lots, observe the same restrictive covenants, and to have the same expressed in his conveyance. Liability of vendors to observe restrictive covenants in such cases considered. *In re BIRMINGHAM AND DISTRICT LAND CO. AND ALLDAY* - Stirling J. [[1893] 1 Ch. 342

5. — Building estate—Restrictive covenants.]

An owner of part of a building estate is entitled to have the benefit of all matters provided by the general scheme of the estate, and may enforce by injunction not only the covenants imposed at the time of his purchase on the other owners, but also further covenants imposed on subsequent purchasers by the scheme as improved or enlarged.

TYNDALL v. CASTLE North J. [1893] W. N. 40

And see below, Conveyance. 7; Title. 15.

6. — Completion of purchase — "Wilful default"—Trustee's agent.] An attorney appointed by a trustee under a power of attorney to sign a conveyance during the trustee's absence has not the powers of a solicitor-agent appointed under s. 2 of the Trustee Act, 1888, and cannot receive the purchase-money or give a receipt. If, therefore, a purchaser refuse to pay the purchase-money at the proper time because of the attorney's inability to give a proper discharge, he is not guilty of a "wilful default" under the conditions of sale. *In re HETTLING AND MERTON'S CONTRACT* [Kekewich J. affirm. by C. A. [1893] 3 Ch. 269

See Conditions of Sale, Nos. '5, 6, above, and No. 18, below.

7. — Correspondence referring to a contract—Statute of Frauds.] Where a vendor writes to an intending purchaser accepting his offer, and incloses a contract which he requests the purchaser to sign, if the contract contains stipulations not contained in the previous correspondence, e.g., restriction of commencement of title, limitation of date for completion, and requirement of a deposit, the letters cannot be treated as a concluded agreement of sale, and an action for specific performance will be dismissed. **JONES v. DANIEL** - Romer J. [1894] 2 Ch. 332

8. — Covenants.] Lessee's covenants in a lease of a house, (1) prohibiting other erections; (2) prohibiting use otherwise than as a private house; (3) for registering assignments with the lessor and paying a fee; (4) for rebuilding in case of fire to satisfaction of lessor's architect:—*Held*, to be unusual, and an action by the vendor for specific performance of a contract for sale against a purchaser who had had no fair opportunity of seeing the covenants dismissed. **MINDLEY v. SMITH** - Romer J. [1893] W. N. 120

9. — Deposit—Recovery—Principal and agent.] The debt, the vendor's solicitor, received a deposit in respect of a lot knocked down to the plaintiff. The vendor did not complete, and the plaintiff sought

VENDOR AND PURCHASER—Contract—contd.

to recover the deposit from the debt. — *Held*, that the debt was in no way liable to the plaintiff for the deposit, being only the agent of the vendor, and not, as the auctioneer would have been, agent for both parties. **ELLIS v. GOULTON**

[O. A. [1893] 1 Q. B. 350

10. — "Fixed plant and machinery" — Brewery.] Upon the sale of a brewery the purchaser was to pay for all "fixed plant and machinery" at a valuation, notwithstanding any description thereof in the sale particulars:—*Held*, that "machinery" included everything which by its action produces or assists in production, and "plant" that without which production could not go on; it was dead stock, it did not itself act, but was that by means of which such action took place, as brewers' pipes, vats, and the like, and did not include (1) a chimney-shaft disconnected from the boiler-house; (2) a partition which prevented the dust from the malt mills getting into the brewing vessel; (3) staging shaped to the brewing vessels, which gave access to them. *In re NUTLEY AND FINN* - Kekewich J. [[1894] W. N. 64

11. — Memorandum—Purchaser's name filled in by auctioneer's clerk—Statute of Frauds.] At a sale *L.*, the highest bidder for a lot, gave his name and address to the auctioneer's clerk and followed him to the table where the clerk filled in the blanks in a printed memorandum with *L.*'s name and address, but *L.* refused to sign the memorandum, and ultimately refused to complete:—*Held*, that there was a sufficient signature on behalf of *L.*, and that there must be judgment for specific performance. **SIMS v. LANDRAY** - Romer J. [1894] 2 Ch. 318

12. — Offer and acceptance.] Correspondence passed between the agents of the debt. and the plaintiff, as to the sale of a house on enfranchised copyhold land. A contract was prepared upon which differences arose between the solicitors, and an abstract of title was delivered which shewed that the plaintiff had not the mines under the land, whereupon the debt. refused to proceed. In an action for specific performance or damages:—*Held*, without deciding whether there was a completed contract or not, that if there were a contract, as the vendor could not make or compel a conveyance of the mines, the purchaser was entitled to rescind:—*Held*, also, that the plaintiff was not entitled to damages, as he was not at end of the time allowed for completion in a position to give a proper conveyance. **BELLAMY v. DEBENHAM** - C. A. [1891] 1 Ch. 419; [varying North J. 45 Ch. D. 481

13. — Parcels—Overhanging building.] Where the owner of two premises, one of which partly overhung the other, conveyed the overhung premises by reference to the ground plan:—*Held*, that the overhanging part of the adjoining premises passed. The ownership of a building partly overhanging other premises does not give the owner a right to raise the overhanging part of his building. **LAYBOURN v. GRIDLEY**

[North J. [1892] 2 Ch. 53

14. — Purchaser in possession—Specific performance—Interest.] Where a purchaser has

VENDOR AND PURCHASER—Contract—contd.

entered into possession and has not paid the price or interest, and has done nothing to interfere with the value of the property, he will not be ordered to pay the balance of the purchase-money without being given an option within a month to pay it or give up possession. In the latter case he must pay interest at 4 per cent. from date for completion. *GREENWOOD v. TURNER*

[*Kekewich J.* [1891] 2 Ch. 144

15. — Rents and profits in lieu of interest.]

A contract by one of two tenants in common of a stone quarry for the sale to the other of her interest, contained a provision that if the purchase were not completed by a certain day the vendor should receive the "rents and profits" of the premises until completion in lieu of interest. The quarry was subject to a lease, and the payments made by the lessees had been divided between the vendor and purchaser according to their respective interests, and such division was continued subsequently to the contract:—*Held*, that the vendor was entitled to the rents and royalties received since the date of the contract. *LEPPINGTON v. FREEMAN*

[*Kekewich J.* [1891] W. N. 159;
[affirm. by C. A. [1891] W. N. 198

— Restrictive covenants.

See Nos. 3, 4, 5, 8, above; Conveyance. 6; Title. 15, below.

16. — Unpaid succession duty—Liability for.]

Freeholds were sold which were still subject to succession duty in respect of the improved value which would accrue when certain leasehold interests determined. The freeholds were sold free from incumbrances, and there was no mention of succession duty in the contract for sale:—*Held*, that the vendors were liable for the unpaid duty. *In re KIDD AND GIBSON'S CONTRACT*

[*Kekewich J.* [1893] 1 Ch. 695

17. — Vendor in possession trustee for purchaser.] Where a vendor keeps possession until completion and payment of the purchase-money, he is in the position of a trustee for the purchaser, and bound as such to take reasonable care to preserve the property. Therefore after conveyance the purchaser can maintain an action for breach of trust against the vendor, if between contract and completion a trespasser has removed large quantities of surface soil from the property. *CLARKE v. RAMUZ* - C. A. [1891] 2 Q. B. 456

18. — "Wilful default"—Compensation.] Delay in completing a sale occasioned by the vendors having omitted to take steps to procure certain admissions to copyholds, held to arise from the wilful default of the vendors.—Damages to the purchaser by reason of such delay, held not recoverable as compensation under the Vendor and Purchaser Act, 1874, s. 9. *In re WILSON AND STEVENS' CONTRACT* - North J.

[1894] 3 Ch. 546

And see No. 6, and Conditions of Sale, 5, 6, above.

Conveyance.

1. — "Beneficial owner"—Covenants for title—Surrender of lease—Effect on underlessees.] S., the deft., conveyed as "beneficial owner" lands to B., who sold them to the pliff. S. had pre-

VENDOR AND PURCHASER—Conveyance—continued.

viously granted a lease to B. which B. had surrendered, but without informing S. that he had, when lessee, granted sub-leases by way of mortgage. After B. had bought the land the sub-leases were discovered, and B. claimed damages from S. for breach of covenant against incumbrances implied in his conveyance as beneficial owner:—*Held*, by C. A., that the sub-lessees claimed through S.; that the term had not been merged by the surrender so as to exclude the sub-leases, and consequently, as S.'s covenant ran with the land, and B.'s fraud did not, S. was liable to the pliff. for damages. *DAVID v. SABIN*

[C. A. revers. *Romer J.* [1893] 1 Ch. 523

2. — "Beneficial owner"—Implied general words—Right to limit.] A vendor selling compulsorily and required to convey as "beneficial owner" land and its "appurtenances":—*Held*, to have a right to insert words limiting the implied general words in s. 6 of the Conveyancing, &c., Act, 1881, where the implied words would convey more than he intended or was required to sell:—*Held*, also, that a notice to sell land and its "appurtenances" did not include a right of way over adjoining land of the vendor.—Form of conveyance. *In re PECK AND SCHOOL BOARD FOR LONDON* - Chitty J. [1893] 2 Ch. 315

3. — Parties—Power of sale—Consent of tenant for life—Incumbrances.] Trustees, having power of sale with the consent of the tenant for life, sold land. The tenant for life had created incumbrances on his life estate, and was bankrupt:—*Held*, that the tenant for life could still give his consent, but that the concurrence of the incumbrancers and of the trustee in bankruptcy were also necessary to enable the trustees to give a good title. *In re BEDINGFIELD AND HERRING* - North J. [1893] 2 Ch. 332

4. — Parties—Settled Land Acts—Jointures.] Where land was settled by a series of instruments, the tenant for life under the latest settlement contracted to sell discharged from prior incumbrances, including jointure rent-charges, one of which the jointress was restrained from anticipating:—*Held*, that he could, the various instruments constituting a "settlement" within s. 2, sub-s. 1, of the Act of 1882:—*Held*, also, that the purchaser could not require the concurrence in the conveyance either of the jointress or of the trustees of the terms securing the jointure. The Court directed payment of the purchase-money to trustees of the compound settlement, who were to be appointed for the purposes of the Act, and directed release of the restraint on anticipation to enable the jointress to consent to the payment of incumbrances over which her jointure had priority. The rent-charges were to be paid out of the income of the purchase-money. *In re MARQUIS OF AILSBURY AND LORD IVEAGH. RIDDELL v. RIDDELL* *Stirling J.* [1893] 2 Ch. 345

5. — Purchase of legal estate—Constructive notice.] B. had an equitable charge on the equity of redemption of J. in certain land subject to a legal mortgage. On Dec. 21, 1889, the mortgagees transferred their mortgage to A., who two days afterwards purported to convey under the power of sale to H. for the exact sum which

VENDOR AND PURCHASER—Conveyance—
—continued.

he had paid to the mortgagees. In March, 1890, H. mortgaged the land for £6000, and on Aug. 13, 1890, E., H.'s executor, sold the equity of redemption to L. for £2500. On Aug. 15, 1890, B. brought action against J., A., and E., to have it declared that he was entitled to redeem the land as equitable incumbrancer of J. In Nov. 1892, C. A. declared that B. was so entitled. L. was not a party to the action, but on receiving notice of it he paid off the mortgage for £6000, and took a reconveyance of the legal title from the mortgagees:—*Held*, that L. had not constructive notice of the invalidity of the sale to H., and that he was entitled to rely on his acquisition of the legal estate:—*Held*, also, that the fact that the legal estate was got in *pendente lite* was immaterial. *BAILEY v. BARNES*

[C. A. affirm. *Stirling J.* [1894] 1 Ch. 35]

6. — *Restrictive covenants.* Where vendors sold one lot, part of a building estate subject to certain restrictive covenants, the purchaser was held entitled to a declaration that the vendors would, as to the unsold lots, observe the same restrictive covenants, and to have the same expressed in his conveyance. *BIRMINGHAM AND DISTRICT LAND CO. v. ALLDAY* — *Stirling J.*

[1896] 1 Ch. 342

And see *Contract*. 3, 4, 5, 8, above;
Title. 15, below.

7. — *Voluntary conveyance—Sale for value—Specific performance.* A purchaser is not entitled to repudiate his contract because one link in the vendor's title is a voluntary conveyance to a person under whom the vendor claims by purchase for value. *NOYES v. PATERSON*

[*Romer J.* [1894] 3 Ch. 267]

Costs.

See *SOLICITOR—BILL OF COSTS—Remuneration Act*. 4, 5, 12—16.

Rescission.

1. — *Abstract—Reasonable time for delivery.* In a case where the vendor failed to deliver an abstract within a reasonable time, he was ordered to repay the deposit with interest at 4 per cent., and by way of damages the purchaser's costs of investigating the title. In this case fourteen days was considered a reasonable time within which to require delivery of an abstract. *COMPTON v. BAGLEY* *Romer J.* [1892] 1 Ch. 313

2. — *After order for specific performance—Purchaser's power to rescind—Lien.* A vendor having made default in obeying an order for specific performance of a contract for sale of houses:—*Held*, that the purchaser, notwithstanding the lien on the houses given him by the Court, had a right to rescind the contract. *BAKER v. WILLIAMS* — *North J.* [1893] W. N. 14

3. — *Vendor's power to rescind Error—Latent defect in title.* An agreement provided (clause 6) that if any error should be found in the description of the property in the schedule, the same should not annul the sale, but that compensation should be allowed therefor, and (clause 8) that if there should be any objection as to title, the vendor should be entitled to rescind. Subsequently a

VENDOR AND PURCHASER—Rescission—contd.
right of way, of which neither party was aware, was discovered over a portion of the property:—*Held*, that the existence of the right of way was a latent defect in the title within clause 6, but that the error was also an objection to title within clause 8, and that the vendor was entitled to rescind. *ASHBURNER v. SEWELL*

[*Chitty J.* [1891] 3 Ch. 405]

4. — *Vendor's power to rescind on persistence in requisitions.* Where the vendor may rescind on requisitions which he is not prepared to comply with being persisted in, he must exercise that right in good faith. If he does not let the purchaser know whether the contract is to go on or no, and still further if he meanwhile negotiates with third parties, the purchaser will be entitled to the return of the deposit with interest and costs. *SMITH v. WALLAOE*

[*Romer J.* [1895] 1 Ch. 385]

Title.

1. — *Adoption of sale—Mistake as to title.* A., as heir-at-law, mortgaged land to B. Both A. and B. knew that the former owner had left a will, but believed that there was an intestacy as to the land mortgaged. B. subsequently sold the land under the power of sale. Subsequently the beneficiaries under the will discovered the mistake, and claimed the purchase-money from B.:—*Held*, that the mortgage deed was worthless and that the beneficiaries were entitled to adopt B.'s sale, and follow the purchase-money, subject to B.'s charges, and, if the money lent were for the benefit of the estate, subject to the repayment of the money. *In re CHAMPION. DUDLEY v. CHAMPION* C. A. affirm. *North J.* [1893] 1 Ch. 101

2. — *Condition limiting commencement of title—Prior title not to be objected to—Right to object to prior title as shown aliunde.* A. sold to B. what purported to be an estate in fee simple, subject to the condition "that the title shall commence with a conveyance on sale dated '1869, and the prior title, whether appearing in any abstracted document or not, shall not be required, investigated or objected to." B. objected that by reason of a will prior to 1869, which he had discovered *aliunde*, the vendors only had a title to a life estate:—*Held*, that the purchaser was bound by the condition and was not entitled to a declaration that the vendors had not shewn a good title and to the return of his deposit, but *quære* whether A. could enforce specific performance. *In re NATIONAL PROVINCIAL BANK OF ENGLAND AND MARSH* *North J.* [1895] 1 Ch. 190

3. — *Condition limiting title.* A condition of sale, that a title for a certain period shall not be required, investigated, or objected to, is good and can be enforced against a purchaser. Forms of conditions restrictive or requisitions on title considered. *In re SCOTT AND ALVAREZ'S CONTRACT. SCOTT v. ALVAREZ*

[*Kekewich J.* [1895] 1 Ch. 596, at p. 631]

But where in fact the purchaser cannot get a good holding title, specific performance will not be decreed, although he is bound at law by the condition, and cannot recover his deposit. C. A.

[1895] 3 Ch. 603]

4. — *Condition precedent—Waiver.* A stipu-

VENDOR AND PURCHASER—Title—continued.

lation in a memorandum that the agreement was "subject to the preparation by the vendor's solicitor and completion of a formal contract" cannot be waived by the vendor as being intended for his benefit alone, so as to constitute the rest of the memorandum a final contract enforceable against the purchaser. *LLOYD v. NOWELL*

[*Kekewich J.* [1895] 2 Ch. 744

5. — *Covenants for title.* A. granted a lease and afterwards took a release (both for value) of lands to B. Between the lease and release, B. granted sub-leases by way of mortgage which he did not disclose to A. Subsequently A. conveyed to C.'s predecessor in title:—*Held*, that A. was liable to C. for breach of the covenants of title for quiet enjoyment and freedom from incumbrances implied under the Conveyancing Act, 1881, s. 7 (1) (a). *DAVID v. SABIN*

[*O. A. revers. Bomer J.* [1895] 1 Ch. 523

6. — *Defect appearing on conveyance.* The M. Co. purchased from X. land to which she derived title under the will of Y., the goodness of the title depending on the construction of the will, which was recited in full in the conveyance to the co. X. conveyed as an owner in fee, and covenanted for title, with indemnity against any person legally or equitably claiming under X. or Y. After X.'s death the title was decided to be defective, and the co. had to pay the purchase-money over again:—*Held*, that covenants for title apply to all defects within their terms, whether such defects are known to the purchaser or not, and that the co. were entitled to be indemnified by the exors. of X. *PAGE v. MIDLAND RAILWAY CO.* - - - *C. A. revers. Bomer J.*

[1894] 1 Ch. 11

7. — *Devise to trustees—Legal estate.* X. devised copyholds to trustees, their heirs and assigns, upon trust, to pay the rents thereof to A. for life, and after the death of A. to stand seised of them in trust for such persons as A. should appoint. A.'s will appointed trustees and directed them to sell the copyholds and assure them for purchaser, &c. X.'s trustees were admitted to the copyholds:—*Held*, that (1.) under X.'s will his trustees took an estate of inheritance in *quasi* fee simple; (2.) that A.'s will operated as an exercise of the power of appointment; (3.) that the legal estate in the copyholds remained vested in the surviving trustee of X.'s will, and that a title thereto must be deduced accordingly. *In re TOWNSEND'S CONTRACT* - - - *Stirling J.*

[1895] 1 Ch. 716

8. — *Gavelkind lands—Enfeoffment.* A vendor furnished to the purchaser as part of his title to gavelkind lands certain customary feoffments with livery of seisin made to him when he purchased the property by infant co-heirs in gavelkind at the age of fifteen. It appeared on the face of the title that the purchase-money paid by him to the infants was not the full value of their shares, and that they were still under twenty-one:—*Held*, that the title could not be forced upon the purchaser. *In re MASKELL AND GOLDING'S CONTRACT* - - - [1895] 2 Ch. 525

9. — *Leaseholds—Deeds recited but not abstracted in chief.* On a sale of leaseholds the

VENDOR AND PURCHASER—Title—continued.

vendor abstracted and produced the deed creating the term, the deed (1844) of assignment to him and subsequent deeds, but not a deed of 1840 assigning the legal estate to trustees, which was recited in the deed of 1844:—*Held*, that, as forty years' good title was shewn, the deed of 1840 need not be abstracted in chief. Although it is necessary to abstract and produce the deed creating a term, it is not necessary to abstract or produce deeds dealing with the term prior to the necessary commencement of the title, unless for some good reason arising from the special circumstances of the case. *WILLIAMS v. SPARGO*

[*Kekewich J.* [1893] W. N. 100

10. — *No title shewn—Damages.* In a purchaser's action specific performance with an inquiry as to title was decreed. The writ and statement of claim did not ask for damages or "further or other relief." On it appearing that the deft. had no title, the Court, by way of damages, directed the return of the deposit with interest, and gave the purchaser his costs of the action and of the agreement and investigation of title. *PEARL LIFE ASSURANCE CO. v. BUTTENSHAW* - - - *Chitty J.* [1893] W. N. 123

11. — *Objections to—Delay of sale—Constructive notice.* Conditions fixed the commencement of title in 1852, and limited the time for requisitions. The purchaser, before completion discovered a restrictive covenant created in 1847:—*Held*, that the existence of the restrictive covenant was fatal, because the purchaser, by taking less than a forty years' title, would have had constructive notice of it, and would have been bound by it:—*Held*, also, on the facts, that there was no delay in giving the vendor notice of the defect. *In re COX AND NEVE'S CONTRACT*

[*North J.* [1891] 2 Ch. 109

12. — *Objections to—Voluntary Conveyance.* Trustees for sale under a voluntary settlement contracted to sell and agreed that the settlor should concur. The purchasers objected to the title:—*Held*, that a sale by the trustees with the concurrence of the settlor would not avoid the dangers of the Bankruptcy Act, 1883, s. 47, and the title was not good. The Court suggested that the settlor should avoid the settlement (27 Eliz. c. 4) by selling directly to the purchasers and resettling the proceeds by directing payment to the trustees. *In re BRIGGS & SPICER*

Stirling J. [1891] 2 Ch. 127

[*See now the Voluntary Conveyances Act, 1893* (56 & 57 Vict. c. 21).]

13. — *Objections to—Voluntary settlement.* Where A., in consideration of B.'s paying his debt and taking on himself a liability, conveyed his property in trust for C.; and B., in consideration of A. so conveying the property, agreed to pay A.'s debt and to take on himself a liability:—*Held*, that there was a consideration moving from A. to B. and from B. to A., and that, therefore, the transaction did not amount to a voluntary settlement either by A. or B. within s. 47 of the Bankruptcy Act, 1883, and that C. could make a good title to the property. *In re DALE AND ELDEN* - - - *Stirling, J.* [1892] W. N. 56

14. — "Rent charge"—*Perpetual rent for ease-*

VENDOR AND PURCHASER—Title—continued.

ment—Charge on rates.] A perpetual rent reserved as the consideration upon the sale of land, even though no power of distress is contained in the conveyance, is not improperly described as a rent-charge, as a power of distress is conferred by 4 Geo. 2, c. 28, s. 5. The Liverpool Corporation Waterworks Act, 1855, which incorporated the Lands Clauses Act, 1845, provided that the persons empowered by the latter Act to convey lands should have full power to convey at an annual rent any easement over certain lands:—*Held*, that such a rent was properly described as a yearly "rent-charge payable in perpetuity by the corporation of L. in respect of a water-pipe rent created under the authority of the" Act of 1855, and secured by covenants of the corporation and by a statutory charge on the rates leviable by the corporation, and was charged on the rates by the operation of s. 11 of the Lands Clauses Act, 1845. *In re* LORD GERARD AND BRECHAM'S CONTRACT

[C. A. affirm. Chitty J. [1894] 3 Ch. 295]

15. — *Restrictive covenant—Enforcement—“Assigns.”*] The owner of a building estate inserted in his conveyances a covenant restricting the right of altering, &c., buildings without the consent of him, the grantor, his heirs or assigns:—*Held*, that the word “assigns” did not include the purchaser of a small portion of the estate, and that such a purchaser could not enforce the covenant. *EVERETT v. REMINGTON* — *Romer J.*

[1892] 3 Ch. 148

16. — *Reversion.*] Certain land was purchased compulsorily as freehold. On examination of the title the land was discovered to be held on a long term of which a few years were still to run. The owner received compensation as leaseholder and the purchasers went into possession, paying into court the value of the reversion. Twelve years after the term had expired, the representative of the leaseholder, there being no other claimant, applied to have the reversion money paid out to him. The Court refused the application, holding that the leaseholder was not in possession when the term expired and never had any inchoate possession of or title to the reversion. *GEDYE v. COMMISSIONERS OF WORKS*

[C. A. affirm. North J. [1891] 3 Ch. 630]

17. — *Review of Order of Court of Appeal—Order declaring good title—Counter-claim.*] Where a vendor obtains an order that a good title has been shewn, the purchaser has no right of action for review unless he can prove that he has since discovered material facts, which he could not with reasonable diligence have discovered earlier. On an action for specific performance he can bring such action of review by way of counter-claim. Form of judgment on such a counter-claim:—*Seem*, an action of review can now be commenced without leave. *In re* SCOTT AND ALVAREZ'S CONTRACT. *SCOTT v. ALVAREZ*

[Kekewich J. [1896] 1 Ch. 596, at p. 631]

18. — *Sale of leaseholds by executor—Lapse of twenty years from testator's death.*] The rule that after twenty years from the death of a testator the purchaser of real estate is put upon his inquiry as to the exor.'s right to sell, does not apply to the case of a sale of leaseholds. A contract for sale of leaseholds provided that the title should

VENDOR AND PURCHASER—Title—continued.

commence with a lease to T. dated 1852, and that the purchasers should not require an abstract of an earlier title. The abstract disclosed that the lease was granted to T. as exor. of P. in consideration (*inter alia*) of a surrendered term. Nothing was shewn as to the date of P.'s death. The next abstracted deed was an assignment in 1878 by T. as beneficial owner to the vendor:—*Held*, that in the absence of evidence to the contrary T. must be presumed to have acted in the discharge of his duty as exor., and that neither the lapse of time nor the fact that he did not execute the deed of 1878 as exor. were sufficient to raise the presumption that he acted otherwise.—*Held*, therefore, that the abstract shewed a good title. *In re* VENN AND FURZE'S CONTRACT — *Stirling J.*

[1894] 2 Ch. 101

19. — *Sale by liquidator of company.*] The liquidator of a society or co. cannot convey the legal estate on its property unless the Court had jurisdiction to order its winding-up. If at the date of the winding-up the requisite number of names ought to have been (even though as a fact they were not) on the register, there is jurisdiction to make such an order. *In re* BOWLING AND WELBY'S CONTRACT — *C. A. affirm. Stirling J.*

[1896] 1 Ch. 663

20. — *Wife turning base fee into fee simple—Absolute acknowledgment.*] A base fee in remainder created by vendors when spinsters can be turned into a fee simple absolute by the vendors, if married after the Married Women's Property Act, 1882, without acknowledgment or the concurrence of the husbands. *In re* DRUMMOND AND DAVIE'S CONTRACT

[Chitty J. [1891] 1 Ch. 524]

VENUE.

— Abolition.

See PRACTICE—JURISDICTION. 3.

PRACTICE—TRIAL—Venue.

— County court.

See COUNTY COURT—Admiralty Jurisdiction. 10.

VENTILATING SHAFT.

See RAILWAY—RAILWAYS CLAUSES ACT. 9.

VERBAL ADMISSION.

See PRACTICE—PAYMENT INTO COURT—on Admissions. 6.

“VESSEL USED IN NAVIGATION.”

See SHIP—MERCHANT SHIPPING ACTS. 6.

VESTING.

— by Statute for limited period of time.

See STATUTES (INTERPRETATION)—*Repeals*. 11.

VESTING ORDER.

See PRACTICE—VESTING ORDER.

TRUSTEE—APPOINTMENT. 15—22.

— Lunatic's property.

See LUNATIC—Property. 8.

VESTRY.

The civil powers of vestries in rural parishes were transferred to the parish councils and parish meetings by the Local Government Act, 1894 (56 & 57 Vict. c. 73).

VESTRY CLERK.

Election.] A writ of *quo warranto* will lie to inquire into the validity of the election of a clerk to a vestry under the Vestries Act, 1850. *REG. v. BURROWS* - Div. Ct. [1893] 1 Q. B. 399
— *Election of churchwarden as.*

See *QUO WARRANTO*. 2.

VESTRYMAN.

— in London.

See *LONDON COUNTY—AUTHORITIES*.

VETERINARY SURGEON.

Qualified person—“*Veterinary forge.*”] A shoeing-smith not qualified as a veterinary surgeon who describes his place of business as a “veterinary forge” is liable to a penalty under s. 17, sub-s. 1, of the Veterinary Surgeons Act, 1881. *ROYAL COLLEGE OF VETERINARY SURGEONS v. ROBINSON* - Div. Ct. [1892] 1 Q. B. 557

VIBRATION.

See *PRACTICE—INJUNCTION*. 33.

VICAR.

— Lands allotted to.

See *SETTLED LAND—SETTLED LAND ACTS—Application of Capital*. 15.

VICARAGE HOUSE.

See *ECCLIASTICAL LAW—Parsonage House*.

VICTORIA.

Application of Colonial Probates Act, 1892.

See *PROBATE—GRANT OF PROBATE—Colonial Probates Act, 1892*.

Copyright.

See *COPYRIGHT—International*.

Law of Victoria.

1. — *Chinese immigration—Alien's rights.*] Where a master of a ship had offended against the Chinese Act, 1881, s. 3, by bringing more than the specified number of immigrants:—*Held*, that the collector of Customs was justified in refusing to allow any immigrants to land:—*Held*, also, apart from the Act, that no alien has a legal right enforceable by action to enter British territory. *MUSGROVE v. CHUN TEONG TOY* - J. C. [1891] A. C. 272

2. — *Land Tax Act, 1877.*] Under s. 4, sub-s. 3, of the Land Tax Act, 1877, in order to exempt an owner of land from payment of tax, the land must have passed from him, and the consideration passed from the transferee without any secret understanding or trust. *HARDING v. COMMISSIONERS OF LAND TAX* [J. C. [1891] A. C. 446

3. — *Land Tax Act, 1877—Purchaser of less than 640 acres—Proportionate part.*] A. purchased from B. land less than 640 acres (the minimum quantity liable to land tax):—*Held*, that B. was not entitled on completion to charge A. with the land tax from the date of A.'s possession, either as his proportion of the tax paid by them, or as an outgoing contracted to be paid for in respect of his purchase. *COUNTRY ESTATES CO. v. GRAVES* - J. C. [1895] A. C. 113

4. — *Local Government Act, 1874* (38 Vict. No. 506), s. 384—*Compensation for damage past and future.*] Where a ditch or drain has been

VICTORIA—Law of Victoria—continued.

made under the powers of the section, an owner or occupier injuriously affected is entitled to have the compensation for present and prospective damages to his land assessed once for all, and the assessment is to be made irrespective of whether the powers have been negligently or properly exercised. *PRESIDENT, &C., OF COLAC v. SUMMERFIELD* - J. C. [1893] A. C. 187

5. — *Melbourne Corporation Act* (14 Vict. No. 20).] When a lane set out on private land has been brought under the provisions of the Melbourne Corporation Act (14 Vict. No. 20), the Act does not confer on the adjoining owners and occupiers such a right of passage over it as precludes the owner in fee from ever resuming the control or exclusive possession of such lane. *MOUBRAY ROWAN & HICKS v. DREW*

[J. C. [1893] A. C. 295

6. — *Mortmain—Land in England.*] The Mortmain and Charitable Uses Act, 1888, does not apply to Colonial wills.

Where A., domiciled in Victoria, by his will gave money to an English corporation for the purchase of land in England for a charitable purpose:—*Held*, that the gift was governed by the law of Victoria, and, being valid by that law, bound the executors. *CANTERBURY (CORPORATION) v. WYBURN* - J. C. [1895] A. C. 80

7. — *Probate—Testamentary capacity—Weight of evidence.*] Verdict revoking grant of probate for want of testamentary capacity set aside as against weight of evidence, the medical evidence being insufficient to support while the other evidence of incapacity related to irrelevant circumstances, and was contradicted by witnesses who deposed to actual transactions with the testator and to his conduct and condition at the time of his executing the will. *ATTKEN v. McMEUKAN* - J. C. [1895] A. C. 310

8. — *Revenue—Death duties—Local situation of testator's assets.*] Where a firm carried on businesses in Melbourne and elsewhere, which were severally treated as distinct in the partnership agreement, and also in the accounts and conduct of the same:—*Held*, that the interest of a deceased partner in the business carried on at Melbourne was locally situate in Victoria so as to be liable to probate duty under 54 Vict. No. 1006 in respect of his will. *BEAVER v. MASTER IN EQUITY OF THE SUPREME COURT OF VICTORIA*

[J. C. [1895] A. C. 251

9. — *Transfer of land—Easement—Abandonment—Error in certificate.*] On a claim to assert a right of way granted in 1839, to which it was pleaded that the right had been abandoned:—*Held*, that the omission in the certificates of title to the respective tenements to record an easement did not bar the claim to the easement or relieve the servient tenement of its liability. Whether an easement has been abandoned is a question of intention to be determined on the facts of each case. Provisions of the transfer of land statutes as to easements considered. *JAMES v. STEVENSON* - J. C. [1893] A. C. 163

10. — *Transfer of land—Forged transfer—Rights of purchasers and mortgagees.*] The Transfer of Land Statute (Act No. 301, 1866) pro-

VICTORIA—Law of Victoria—continued.

tests those who derive a registered title *bonâ fide* and for value from a registered owner. Accordingly they need not investigate the title of such owner, for they are not affected by its infirmities. But they must ascertain at their own peril his existence and identity, the authority of any agent to act for him and the validity of the deed under which they claim. A registered owner's name was removed from the register in favour of a fictitious and non-existing transferee by means of a forged transfer, and a mortgage purporting to have been executed by the fictitious transferee was subsequently registered by *bonâ fide* mortgagees:—*Held*, that the mortgage was invalid and did not operate as an incumbrance on the title of the true owner in favour of the mortgagee, and that the true owner was entitled to be restored to the register. *GIBBS v. MESSER*

[J. C. [1891] A. C. 248]

VOID SETTLEMENT.*See* BANKRUPTCY—Void Settlement.**"VOLENTI NON FIT INJURIA."***See* MASTER AND SERVANT—Liability for Injuries to Workmen. 9.**"VOLUNTARY CONTRIBUTION."***See* RATES—Exemptions. 1.**VOLUNTARY CONVEYANCE.***See* VENDOR AND PURCHASER—Conveyance. 7.**VOLUNTARY SETTLEMENT.***See* BANKRUPTCY—VOID SETTLEMENT.

SETTLEMENT—Voluntary Settlement.

—Sale by trustees.

See VENDOR AND PURCHASER—Title. 13.**VOLUNTARY TRANSFER.***See* DEATH DUTIES—Probate Duty. 11.**VOLUNTARY WINDING-UP.***See* COMPANY—WINDING-UP—VOLUNTARY WINDING-UP.**VOLUNTEERS (MILITARY).**

1. — *Charitable bequest—Contingent gift to volunteer corps.*] The bequest of an annuity to a volunteer corps on the appointment of the next Lieut.-Col. is void as infringing the rule against perpetuities. *In re* LORD STRATHEDEN AND CAMPBELL. *ALT v. LORD STRATHEDEN AND CAMPBELL* - - - *Romer J.* [1894] 3 Ch. 285

2. — *Charitable bequest—Public advantage—Teaching shooting.*] A gift to the National Rifle Association for teaching shooting, *held* to be valid. *In re* STEPHENS. *GILES v. STEPHENS*

[*Kekewich J.* [1892] W. N. 140]

3. — *Rates—Exemption—Crown property.*] Premises used solely for the purposes of a volunteer corps are exempt from poor-rate, although parts, such as the mess-rooms, canteen, &c., and the quarters of the resident non-commissioned officers, may not come within the exemption provided by s. 26 of the Volunteer Act, 1863. *PEARSON v. ASSESSMENT COMMITTEE OF THE HOLBORN UNION*

[*Div. Ct.* [1896] 1 Q. B. 289]**VOLUNTEERS.**

— Under a marriage settlement.

See DEATH DUTIES—Account Duty. 2.

DEATH DUTIES—Probate Duty. 5.

SETTLEMENT—Construction. 17.

VOUCHING.

— of Accounts.

See PRACTICE—ACCOUNTS.**VOYAGE.**

— Abandonment.

See SHIP—BILL OF LADING—Excepted Perils. 2.

— Termination.

See SHIP—BILL OF LADING—Demurrage. 13.**VYRNWY RESERVOIR.**

— Whether within Severn fishery district.

See FISHERY—Salmon and Freshwater. 1 (A).

W.

WAGER.

See GAMING.
LOTTERY.

WAGES.

— of Coal-miners.

See MINES AND MINERALS—Coal Mines.
3, 4.

— Seaman's.

See SHIP—MASTER AND SEAMAN. 2, 5,
6.

WAITER.

— Coat left in charge of.

See BAILMENT. 8.

WAIVER.

See LANDLORD AND TENANT—DISTRESS.
3.

LANDLORD AND TENANT—LEASE. 36.

VENDOR AND PURCHASER—Conditions
of Sale. 2.

— of Informality.

See SUMMARY PROCEEDINGS—Appeals to
High Court. 3.

— of Irregular service.

See PRACTICE—SERVICE—Firms, &c. 8.

— of Irregularity.

See PRACTICE—ATTACHMENT. 2, 17.

— of Solicitor's lien.

See SOLICITOR—LIEN. 6.

WALNUTS.

See LONDON COUNTY—NUISANCES AND
SANITATION. 8.

WAR.

— Declaration of, effect on seaman's contract.

See SHIP—MASTER AND SEAMAN. 6.

WARD.

— Amendment of law as to dividing boroughs
into wards.

See BOROUGH (ENGLAND).

WARD OF COURT.

See INFANT—Ward of Court.

PRACTICE—WARD OF COURT.

WAREHOUSE OWNER.

See SHIP—BILL OF LADING—Consignee.

WAREHOUSE RECEIPTS.

See CANADA—LAW OF CANADA—Domi-
nion, &c., Law—Special Matters. 1.

WAREHOUSEMAN.

— Deposit of goods with.

See SHIP—BILL OF LADING—Consignee.

WARRANT.

— Service of.

See SHIP—ADMIRALTY PRACTICE—
Action in Rem. 1.

WARRANTY.

Breach — Remoteness. The pliffs., a firm of stevedores, contracted to discharge a cargo from the deft.'s ship, the deft. agreeing to supply all necessary cranes, chains, and other gearing

WARRANTY—continued.

reasonably fit for that purpose. The deft. in breach of his agreement supplied a defective chain, which broke while being used, and in consequence one of the pliffs.' workmen was injured. The pliffs. might have discovered the defect in the chain by the exercise of reasonable care. The pliffs. settled an action by the workman by paying the workman £125, which sum they sought to recover from the deft. as damages for breach of his contract. It was not disputed that the settlement of the action brought by the workman was a proper one:—*Held*, that the pliffs.' liability to pay compensation to their workman was the natural consequence of the deft.'s breach of contract, and such as might reasonably be supposed to have been within the contemplation of the parties when the contract was entered into; and therefore the damages claimed were not too remote. *MOWBRAY v. MERRYWEATHER*

[Charles J. [1895] 1 Q. B. 357;

[affirm. by C. A. [1895] 2 Q. B. 640

— *Written.*

See ADULTERATION — *Written War-
ranty.*

And see INSURANCE, FIRE. 23; INSURANCE, LIFE. 8; INSURANCE, MARINE. 29; SHIP—BILL OF LADING—*Exceptions.* 5, 6; *Warranty.*

WASTE.

1. — *Ameliorative Waste—Evidence.* To obtain an injunction on the ground of "waste," the pliff. must prove that what the defendant is doing is prejudicial to the inheritance; if it improves the value of the land it is not waste. *MURK v. COBLEY* — *Kekewich J.* [1892] 2 Ch. 253

2. — *Mines in glebe lands—Powers of incumbent—Control by Eccles. Commrs.—Injunction.* After the passing of the restraining statutes of Elizabeth, the opening of mines in glebe lands, and the letting of the mines by the incumbent, even with the consent of the patron and ordinary, were waste and illegal until the passing of 5 & 6 Vict. c. 108, which enabled the mines to be leased with the consent of the Eccles. Commrs.—The Eccles. Commrs. can maintain an action to restrain the working of mines in glebe lands otherwise than under a lease sanctioned by them.—An incumbent cannot lawfully continue, or authorize a tenant, to work mines in glebe land which have been unlawfully opened. If he does so, it is waste. *ECCLIESIASTICAL COMMISSIONERS v. WODEHOUSE* — *Romer J.* [1895] 1 Ch. 552

3. — *Timber estate—Custom.* A tenant for life of "a timber estate," i.e., an estate in which income has been regularly derived by the periodical felling of timber trees, is not impeachable for waste for selling the timber, notwithstanding that the trees felled (in this case beech trees) are "timber" by the custom of the county. *DASHWOOD v. MAGNIAC* (No. 1) — *Chitty J. affirm.* by [C. A., *Kay L.J. diss.* [1891] 3 Ch. 306

WASTE LANDS.

See WESTERN AUSTRALIA — Law of Western Australia. 1.

WASTE OF MANOR.

See COMMON. 1.

WASTING SECURITIES.

See TENANT FOR LIFE—Apportionment, &c. 21.

WATCHING.

— Lighting and watching rate.

See RATES—Rateable Occupation. 2.

STREETS AND BUILDINGS—Lighting. 2, 3.

WATER.

Supply under Waterworks Clauses Act, col. 959.

Supply under Metropolis Water Act, col. 961.

Supply by Local Authorities, col. 962.

Water Rights, col. 962.

Supply under Waterworks Clauses Act.

1. — *Breaking up streets*—"Plan." The plan to be furnished under s. 31 of the Waterworks Clauses Act, 1847, by a water co. to the road authority must shew the mode in which the underground work is intended to be executed. Unless the authority, in case of disapproval, make some counter proposal by plan or otherwise as to the mode of carrying out the work so as to create a "difference" within s. 31, the co. can proceed with their works independently of the road authority. *EAST MOLESEY LOCAL BOARD v. LAMBETH WATERWORKS CO.*

[C. A. varying *Kekewich J.* [1892] 3 Ch. 289]

2. — *Compulsory powers.* A water co. in laying its water-pipes is not entitled under s. 28 of the Waterworks Clauses Act, 1847, to cut through plates lying on the top of a girder rly. bridge carrying a road over a railway, for the purpose of suspending from the girders or the bridge watermains without coming to an agreement with the owner of the bridge. *LORD PROVOST OF GLASGOW v. GLASGOW AND SOUTH WESTERN RAILWAY* — *H. L. (S.)* [1895] A. C. 376

3. — *Compulsory sale—Award—Valuation—"Price"*—39 & 40 *Vict. c. cxxx.* Basis of calculation where a joint water board sell part of their undertaking to a local authority of an outlying district.

A water board was constituted by a special Act with the right to supply within two boroughs and certain other districts, subject to a proviso that the sanitary authority of any such other district might require the board to sell the pipes, mains, and fittings of the board within such district, "at a price to be fixed in default of agreement by an arbitrator"—*Held*, that "price" meant price and not compensation, and that in fixing the price the basis of calculation should be merely the value of the main pipes and fittings regarded as plant *in situ* capable of earning a profit, but without any compensation for the loss of profit which they had made, or might make, by sup-

WATER—Supply under Waterworks Clauses Acts—continued.

plying water within the district. *In re KIRKLEATHAM LOCAL BOARD AND STOCKTON AND MIDDLESBOROUGH WATER BOARD*

[O. A. [1898] 1 Q. B. 375; affirm. by H. L. (E.)

[*sub nom.* STOCKTON AND MIDDLESBOROUGH

[WATER BOARD v. KIRKLEATHAM LOCAL BOARD [1893] A. C. 444]

4. — "*Deviation*"—*Construction of reservoir.*

Deviation implies a right to alter the situation of works as a whole, but not in so doing to dispense with a considerable portion of them. Where a special Act empowers the construction of a reservoir and the interference with private property, the exact terms of the statutory authority must be observed. *HERRON v. RATHMINES AND RATHGAR IMPROVEMENT COMMISSIONERS*

[H. L. (L.) [1892] A. C. 498]

5. — *Fire-plug—Maintenance.* The Waterworks Clauses Act, 1847, and the Public Health Act, 1875, impose no obligation on an urban loc. authority to bear the expense of maintaining in repair the fire-plugs in their district, unless such fire-plugs have been fixed by them, or by some water co. or person at their request. The mere user of fire-plugs by the loc. authority is not sufficient to imply a request by it to the water co. or an agreement under s. 66 of the Act of 1875 to fix fire-plugs. *GRAND JUNCTION WATERWORKS CO. v. BRENTFORD LOCAL BOARD*

[C. A. revers. *Lawrance J.* [1894] 2 Q. B. 735]

6. — *Interference with flow of water—Tunnel for draining mine—Mala fides.* The plaintiffs were the owners of waterworks which they had purchased from a co. which had constructed them under a special Act which provided that it should not be lawful for any person other than the co. to divert in any other manner than by law they might be legally entitled waters flowing from certain springs, or to sink any well or pit, or do anything whereby such waters might be drawn off or diminished. There was no clause in the Act giving compensation to landowners affected by this provision. The deft. owned land near, and began to sink shafts for the alleged purpose of draining certain beds of stone. The corporation alleged that the deft. was not acting *bona fide*, but to compel them to purchase his land:—*Held*, (1) that the special Act did not interfere with the legal rights of the deft.; (2) that a landowner is entitled to intercept water percolating underground through his own land; (3) that as the deft. was legally entitled to sink the shafts, his motive and object in so doing was immaterial. *BRADFORD CORPORATION v. PICKLES*

[*North J.* [1894] 3 Ch. 53; revers. by C. A.

[1895] 1 Ch. 145; C. A. affirm. by

[H. L. (E.) [1895] A. C. 587]

7. — *Preventing working—Mines—Compensation—Prospective injury—Waterworks Clauses Act, 1847.* Although mines are "lands" within s. 6 of the Waterworks Clauses Act, 1847, the relations of mine-owners and waterworks undertakers are specially governed by s. 18 and the following sections, so that a mine-owner cannot claim against a waterworks undertaking compensation for prospective injury, which may be caused

WATER—Supply under Waterworks Clauses Act—continued.

by his not being able at some future date to work his mine to its utmost. He must wait for compensation until the injury arises. *HOLLIDAY v. CORPORATION OF WAKEFIELD* **H. L. (E.) [1891]**

[**A. C. 81 affirm. C. A. 20 Q. B. 699**]

— *Mortgage on Waterworks charge on property.*

See **CHARITY—MORTMAIN. 5.**

8. — Rate—Recovery—Arrears due before sale of freehold.] Under 50 & 51 Vict. c. 21, s. 4, the purchaser of a dwelling-house is liable to a personal action at the suit of the waterworks co. to recover arrears of water-rate which accrued due before the date of the purchase. *EAST LONDON WATERWORKS CO. v. KELLERMAN*

[**Div. Ct. [1892] 2 Q. B. 72**]

9. — Rate—Recovery—House unoccupied for part of quarter.] Under ss. 70, 71 of the Waterworks Clauses Act, 1847, when a house is unoccupied at the beginning of a quarter, and becomes occupied in the course of that quarter, water-rate is only payable for the portion of the quarter during which the house is occupied, although the co. had no notice of the non-occupation, and continued to supply water. *EAST LONDON WATERWORKS CO. v. FOULKES* — **Wills J.**

[**[1894] 1 Q. B. 819**]

10. — Rate—Recovery—Limitation of time.] Sect. 11 of the Summary Jurisdiction Act, 1848, applies to the hearing of a summons before justices for arrears of water-rate, and where the sum accrued due more than six months before the date of the summons the justices have no jurisdiction. *EAST LONDON WATERWORKS CO. v. CHARLES* — **Div. Ct. [1894] 2 Q. B. 730**

11. — Rate—Recovery—Summons for non-payment—Demand.] Where a summons has been taken out for arrears of water-rate under s. 85 of the Waterworks Clauses Act, 1847, and s. 140 of the Railway Clauses Act, 1845, it is not a condition precedent to the jurisdiction of the justices that a demand should have been made before issue of the summons. *EAST LONDON WATERWORKS CO. v. KYFFIN*

[**Div. Ct. [1895] 1 Q. B. 55**]

— *Sale of land to company by limited owner.*

See **SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 9.**

12. — Stop-cock—Guard-box—Repair—Right to break up street—Negligence.] A water co. had power to lay down, maintain, and repair pipes, &c. At the request and expense of a householder the co. laid down a service pipe (leading from the main under the street into the house), in which was a stop-cock to regulate the supply of water. The stop-cock was provided with a guard-box let into the pavement, the lid of which, being out of repair, occasioned injury to the plff. — *Held*, that the co. who alone had power to break up the street for the purpose of repairing the guard-box were responsible for its repair. *CHAPMAN v. FYLDE WATERWORKS CO.* — **C. A.**

[**[1894] 2 Q. B. 699**]

Supply under Metropolis Water Acts.

Report on the Water Supply of the Metropolis.

S. O. P. Price 6d.

WATER—continued.**Supply by Local Authorities.**

1. — Additional reservoir.] Waterworks in s. 52 of the Public Health Act, 1875, means new waterworks. Where a loc. authority had, previous to the passing of a water co.'s special Act, provided substantial waterworks:—*Held*, that s. 52 of the Public Health Act, 1875 (with which s. 51 must be read), did not restrain the loc. authority from adding to or improving them. *CLEVELAND WATER CO. v. REDCAR LOCAL BOARD* **Chitty J.**

[**[1895] 1 Ch. 168**]

2. — Private road—"Street"—Entry and digging up without consent of owner.] A private road is a "street" within ss. 16, 54 of the Public Health Act, 1875. An urban authority which has the general control of the streets and power to supply water may break up the soil of such a road without the owner's consent for the purpose of supplying the inhabitants with water, making him compensation under s. 308 of the Act of 1875. Sect. 57 of that Act applies only in the case of local authorities who have not control generally of the streets in their district. *HILL v. WALLASEY LOCAL BOARD* — **C. A. (A. L. Smith L.J. diss.)**

[**[1894] 1 Ch. 133 revers. Kekewich J.**]

[**[1892] 3 Ch. 117**]

3. — Exercise of powers—"Supplying water."] A loc. authority that has power to and is taking steps to supply water does "supply water" within s. 54 of the Public Health Act, 1875. *JONES v. CONWAY AND COLWYN BAY JOINT WATER SUPPLY BD.* — **C. A. affirm. North J. [1893] 2 Ch. 603**

4. — Independent supply by local authority.] (A) The debts were restrained from setting up independent waterworks for their district (1) because of a statutory agreement with the plffs., and, *per North J.*, (2) because the plffs., who had taken over the undertaking of the loc. water co., and who could use the surplus profits in reductions of rates, were a "water co. within the debts," district desirous and able to afford the necessary supply," within s. 52 of the Public Health Act, 1875. *CORPORATION OF WOLVERHAMPTON v. BILSTON COMMISSIONERS*

[**North J. [1891] 1 Ch. 315; affirm. by C. A.**]

[**(Kay L.J. diss.) [1891] W. N. 56.**]

(B) Sect. 52 of the Public Health Act, 1875, does not prohibit a loc. authority from constructing works to obtain water for their own purposes, such as flushing sewers and treating sewage, but only from doing so for the supply of the public. *WEST SURREY WATER CO. v. GUARDIANS OF CHERTSEY UNION* — **North J. [1894] 3 Ch. 513**

5. — Works outside district.] A loc. authority which has the consent of the loc. authority of an adjoining district to lay down water-mains in such district can only do so after complying with the provisions of ss. 32-34 of the Public Health Act, 1875, as to notices on owners, &c. *JONES v. CONWAY AND COLWYN BAY JOINT WATER SUPPLY BD.*

[**C. A. affirm. North J. [1893] 2 Ch. 603**]

Water Rights.

1. — Interference with flow of water—Water percolating under ground.] The owner of land containing underground water, which percolates by undefined channels and flows to the land of a neighbour, has the right to divert or appropriate

WATER—Water Rights—continued.

the percolating water within his own land so as to deprive his neighbour of it. And his right is the same whatever his motive may be, whether *bonâ fide* to improve his own land, or maliciously to injure his neighbour, or to induce his neighbour to buy him out.—By Lord Watson; The law of Scotland on this point is not accurately stated by Lord Wensleydale in *Chasemore v. Richards* (7 H. L. C. at p. 388). *BRADFORD CORPORATION v. PICKLES* North J. [1894] 3 Ch. 53

[revers. by C. A. [1895] 1 Ch. 145; [C. A. affirm. by H. L. (K.) [1895] A. C. 587]

2. — *Sale of by riparian proprietor—Navigable river.* A riparian proprietor can acquire an interest in the water-power of a navigable river, as derived from a reservoir artificially formed by a dam across its channel, and sell the same as appurtenant to his land. Even if such sale should not be effectual against the public, the vendor cannot himself impeach it on that ground:—*Held*, in this case, that as the vendor of a specified amount of water-power had not reserved to himself a right to a supply either *pari passu* with or preferably to the purchaser, the latter was entitled to damages in respect of any loss incurred by the vendor's user of the water in diminution of the amount sold. *HAMELIN v. BANNERMAN* [J. G. [1895] A. C. 237]

And see *BARBADOS—Law of Barbados.*

WATER POWER.

— Sale of.

See *WATER—Water Rights.* 2.

WATERFORD.

— Pilotage Bye-laws.

See *SHIP—PILOTAGE—Bye-laws.*

WATER-MARK.

— Use as a "brand"—Trade-mark.

See *TRADE-MARK—REGISTRATION.* 17.

WATERMEN'S AND LIGHTERMAN'S COMPANY.

1. — *Qualified lighterman—Apprentice* (22 & 23 Vict. c. cxxviii.) A person duly bound apprentice to a freeman of the watermen's co. or to a registered barge-owner in pursuance of the Waterman's and Lighterman's Amendment Act, 1859 (22 & 23 Vict. c. cxxviii.), is from and after the commencement of his apprenticeship a qualified apprentice and entitled to act as a lighterman, and is also a sufficient second hand to assist in the navigation of a craft of 50 tons burden to satisfy bye-law 16 of the Thames Conservancy Bye-laws, 1872. *GOSLING v. NEWTON*. *GOSLING v. EAGERS* [Div. Ct. [1895] 1 Q. B. 793]

2. — *Thames navigation—Look-out on board steam-vessel—Bye-laws—Inconsistency—22 & 23 Vict. c. cxxviii.; 27 & 28 Vict. c. 113.* Bye-law 99, made under the Waterman's and Lighterman's Amendment Act, 1859, which requires that a proper look-out should be kept from the bow of any steamer navigating the Thames, is not repealed by bye-law 36, made under the Thames Conservancy Act, 1864 (27 & 28 Vict. c. 113), which merely requires that a proper look-out shall be kept *GOSLING v. GREEN* Div. Ct. [1893] 1 Q. B. 109

[The Thames Conservancy Act, 1864, was repealed, and other provision made by the Thames Conservancy Act, 1894 (57 & 58 Vict. c. clxxvii.).]

WAX-WORKS.

— Exhibition of effigy.

See *PRACTICE—INJUNCTION.* 17.

WAY, RIGHT OF.

1. — *Abatement of obstruction to right of way.* Where a right of way is obstructed by an inhabited house, the owners of the right may, after notice and request to remove the obstructing house, pull it down even if it is inhabited. Where the obstructive property is in the hands of a receiver of the Court, it is necessary to obtain the leave of the Court to pursue any remedies and do any acts which might lawfully be taken or done to abate the obstruction, and the Court will grant such leave unless it is perfectly clear that the right claimed does not exist. *LANE v. CAPSEY* [Chitty J. [1891] 3 Ch. 411]

— *Easement for purposes of sport.*

See *SCOTTISH LAW—Servitude.*

2. — *Grant—Easement.* A. owned two houses, C and B, which were situated back to back, and from one of which, C, there was a paved and walled passage along the side of and through the other, B, to B street. A. occupied the house C and let B. The passage was not a way of necessity, and was only used occasionally by A. In 1882 A. mortgaged the house B without reserving any right over the passage, and in 1886 she died, having by her will of the same year devised the two houses to different persons, the will containing no words appropriate to any right of way. The ultimate devisee of C conveyed that house to the pltf., purporting to include in such conveyance the right of way. The deft., who was the devisee of B, paid off the mortgage thereon, and that house was reconveyed to him:—*Held*, (1) by Div. Ct. and C. A., that as the mortgage deed did not reserve the right of way, and it was not a way of necessity, it was extinguished by the mortgage: *Held*, (2) by Div. Ct., that no right of way passed to the pltf.'s predecessor in title under the will. The C. A. did not decide whether or not any right of way passed under the will to the pltf.'s predecessor. *TAWS v. KNOWLES* C. A. affirm. Div. Ct. [[1891] 2 Q. B. 564]

3. — *Grant—Powers of tenant for life.* The leasing power of a tenant for life, under s. 6 of the Settled Land Act, 1890, does not extend to granting a right of way over the park attached to the principal mansion-house. *DOWAGE DUCHESS OF SUTHERLAND v. DUKE OF SUTHERLAND*

[Romer J. [1893] W. N. 116]

— *over Highway.*

See *HIGHWAY—Right of Way.*

4. — *Obstruction—Inclosure award.* An inclosure award made in 1800 had allotted a road 15 ft. wide as a footway and bridle-path:—*Held*, that the public were entitled to use the whole width of the road, and not merely a part, sufficient (e.g., 3½ ft.) for the purposes of a footway and bridle-path. Obstruction for a long period is no answer to public rights. Deft. was refused costs as between solicitor and client, the case not coming within s. 109 of the Highways Act, 1835. *PULLIN v. REFFELL* Romer J. [1891] W. N. 39 [S. 109 was repealed by 56 & 57 Vict. c. 61.]

5. — *Vendor and purchaser.* A right of way, unknown to either party until the investigation of the title, is a latent defect in the title as well

WAY, RIGHT OF—continued.

as an error in the description of property. *ASH-BURNER v. SEWELL* Chitty J. [1891] 3 Ch. 405

WEEKLY NOTES.

Protest against treating as an authority a decision briefly reported in the *Weekly Notes*. In *re WOODIN*. WOODIN v. GLASS

[Kay L.J. [1895] 2 Ch. 309, at p. 318

WEEKLY TENANCY.

See LANDLORD AND TENANT—LANDLORD'S LIABILITY. 4.

WEIGHTS AND MEASURES.

O. in C. dated March 15, 1893, as to amount of error in local standards. St. B. & O. 1893, p. 700.

O. in C. dated Aug. 23, 1891, legalizing new denominations of standards for the measurement of electricity. St. B. & O. 1894 (No. 211), p. 514.

1. — *Bye-law—County Council—Sale of coal—Validity.* A provision in a bye-law under s. 28 of the Act of 1889 requiring a weighing machine to be provided and carried when coal is sold out of a vehicle, *held* to be valid. *KENT COUNTY COUNCIL v. HUMPHREY* Div. Ct. [1895] 1 Q. B. 903

2. — *False or unjust measure—Milk churn—Gauge indicating quantity contained.* A sold milk to B. and sent it by train in his own churns, which were fitted with gauges indicating the quantity contained in accordance with a contract with the railway. B., by his contract with A., was entitled to have the churns regauged:—*Held*, that the gauged churns were measures which A. had in his possession for use for trade within the meaning of s. 25 of the Act of 1878. *HARRIS v. LONDON COUNTY COUNCIL* Div. Ct. [1895] 1 Q. B. 240

WESLEYAN CHAPEL.

— Endowments.

See CHARITY—CHARITY COMMES. 1.

WEST BROMWICH DISTRICT REGISTRY.

See SUPREME COURT—Officers.

WEST RIDING OF YORKSHIRE RIVERS ACT.

See YORKSHIRE.

WESTERN AUSTRALIA.

Application of Colonial Probates Act, 1892.

See PROBATE—GRANT OF PROBATE—Colonial Probates Act.

Copyright.

See COPYRIGHT—International.

Death Duties.

See DEATH DUTIES—Estate Duty.

Designs.

See DESIGN—Colonial, &c.

Law of Western Australia.

1. — *Contract—Construction—Selection of waste lands.* Under contract with the Colonial Government the W. Co. was entitled to select subsidy and compensation blocks of land within a prescribed area, and the Government was bound to abstain from making any grants or sales of land within such area to third parties while the contract ran:—*Held*, that the co. was entitled to select from all lands within such area which the government was, at the time of making the contract, able to convey in fee, including lands proclaimed as town sites, but not devoted to public

WESTERN AUSTRALIA—Law of Western Australia—continued.

uses or withdrawn from the Government's power of alienation. *WEST AUSTRALIAN LAND CO. v. FORREST, COMMISSIONER OF CROWN LANDS*

[J. C. [1894] A. C. 176

2. — *Ejectment—Practices.* Where the plff. in ejectment claimed that the deft. was estopped by payment of rent from denying his title:—*Held*, that the deft., who alleged receipt of rent by plff. as collector, was entitled to defend on the merits in the ordinary way, and that the plff. was not entitled to judgment under O. XIV. *JAMES v. STONE* - J. C. [1894] A. C. 123

3. — *Servant of the Crown—Tenure at pleasure—Colonial Office regulations.* In the absence of special contract a servant of the Colonial Government holds office during pleasure. The Colonial Office regulations as to the dismissal of public servants do not constitute such special contract, but are mere directions for the information and guidance of colonial governors and their subordinates.

A person gazetted without any special contract to act temporarily as medical officer during the absence on leave of the actual holder of the office was dismissed before the expiry of such leave:—*Held*, that he had no cause of action. *SHENTON v. SMITH* - J. C. [1895] 229

Mail Ships.

See POST OFFICE.

Patents.

See PATENT—Colonial and International Arrangements.

Trade-marks.

See TRADE-MARK—INTERNATIONAL AND COLONIAL ARRANGEMENTS.

WESTERN PACIFIC.

— British jurisdiction.

See FOREIGN JURISDICTION.

WHARFINGER.

See SHIP—WHARFINGER'S LIABILITY.

WIDENING OF STREETS.

See LONDON COUNTY—STREETS AND HIGHWAYS. 17, 18, 19.

WIDOW.

— Claim against insolvent estate of husband.

See BANKRUPTCY—INSOLVENT ESTATES.

1.

— Dower.

See DOWER.

— Legacy to.

See WILL—LEGACY. 13.

— Partial intestacy.

See INTESACY.

— Re-marriage.

See WILL—FORFEITURE. 1.

WIFE.

See DIVORCE; MARRIED WOMAN—PROPERTY; SETTLEMENT; Construction. 2—5, 12, 14, 18; Equity to Settlement.

WILL—MARRIED WOMAN.

"WIFE'S RELATIONS."

See WILL—WORDS. 9.

WILD BIRDS.

By the Wild Birds Protection Act, 1894 (57 & 58 Vict. c. 24), the Wild Birds Protection Act, 1880, was amended.

WILFUL DEFAULT.

What is "wilful default" by vendor discussed in *In re MAYOR OF LONDON AND TUBBS' CONTRACT* [C. A. [1894] 2 Ch. 524]

See also **VENDOR AND PURCHASER—Conditions of Sale.** 5, 6; **Contract.** 6, 18.

WILFUL DELAY.

See **VENDOR AND PURCHASER—Rescission.**

WILL.

Absolute Gift, col. 967.

Accumulations, col. 969.

Ademption, col. 971.

Annuity, col. 971.

Charge of Debts, col. 972.

Children, col. 972.

Class, col. 973.

Condition, col. 974.

Construction, col. 975.

Contingent Remainder, col. 976.

Conversion, col. 977.

Exoneration, col. 977.

Extrinsic Evidence of Intention, col. 978.

Foreign Will, col. 978.

Forfeiture, col. 978.

Interim Income, col. 980.

Lapse, col. 983.

Legacy, col. 981.

Married Woman, col. 987.

Mistake, col. 987.

Perpetuity, col. 988.

Residue, col. 991.

Revocation, col. 992.

Separate Use, col. 993.

Specific Devise, col. 993.

Superstitious Uses, col. 995.

Uncertainty, col. 995.

Words, col. 995.

WILL—ABSOLUTE GIFT.

1. — *Annuity—"Deductions"—Income tax.* In his will, B. gave certain annuities "clear of all deductions whatsoever, except income tax." In a subsequent codicil which, *inter alia*, increased one of the annuities, he said, "And I expressly direct that every legacy and other interest as well derivable under my will as any codicil thereto shall be free of legacy duty and every other deduction":—*Held*, that B. must be taken to have had his will in his mind when he made the codicil, and as the will shewed he intended "deductions" to include income tax, therefore the annuities must be paid free of income tax. *In re BUCKLE. WILLIAMS v. MARSON*

[C. A. revers. North J. [1894] 1 Ch. 286]

2. — *Devise to trustees—Direction to pay debts—Contingent remainder.* The testatrix by her will directed her debts, &c., to be paid, and devised a freehold messuage on trust for H. for life with power of appointment, and in default for each of the children of H. who being sons should attain the age of twenty-one, or, being daughters, should attain that age or marry. H. died without exercising the power of appointment leaving only infant children:—*Held*, that the

WILL—ABSOLUTE GIFT—continued.

legal estate passed to the trustees, and that the estates limited to the children of H. were equitable, and therefore did not fail. *In re BROOKE. BROOKE v. BROOKE* (No. 1) — Chitty J. [1894] 1 Ch. 43

3. — *Gift of realty and personally—"Or" read "and."* Gift of real and personal estate to trustees upon trust for testator's wife for life, and upon her decease "for the sole use and benefit of my son A. upon his attaining the age of twenty-one and to his trustees, exors., admors., and assigns for ever, but if my said son shall not live to attain that age or die without leaving lawful issue then upon trust" for the pliff. A. attained twenty-one in 1863, and died in 1893 without ever having had any issue. The testator's widow had died in 1884:—*Held*, that A., on his attaining twenty-one, became absolutely entitled to the real and personal estate devised and bequeathed by the will. *WRIGHT v. MARSON*

[Chitty J. [1895] W. N. 148 (12)]

4. — *Heirlooms—Trust for person entitled to "actual" possession of realty.* Chattels bequeathed as heirlooms upon trust to go along with, and be enjoyed by the person for the time being entitled under a settlement to the "actual" possession of, settled real estate do not vest absolutely in a tenant in tail of the real estate who dies in the lifetime of the tenant for life. *In re ANGERSTEIN. ANGERSTEIN v. ANGERSTEIN*

[Kekewich J. [1895] 2 Ch. 883]

5. — *Inconsistent codicil.* A testator devised real estate at W. in settlement. By a codicil he directed the estate at W. to be sold:—*Held*, that the devisees were not deprived of the beneficial interest given them by the will. *In re CHIFFERIEL. CHIFFERIEL v. WATSON* North J. [1895] W. N. 106

6. — *Law of wills prior to Wills Act—Words of gift without limitation.* Before the Wills Act, 1837, came into force words of gift of realty without words of limitation only conveyed a life estate. The words "estate" or "property" or their equivalent, if used in the operative part of the devise, would enlarge the estate to fee simple; not so if used in another part of the will as words of reference only. *HILL v. BROWN* — J. C. [1894] A. C. 125

7. — *Life estate—Wasting securities.* To entitle the donee of a life interest in wasting securities to the whole income of the investment as it stands something equivalent to a specific gift is required. *In re EATON. DAINES v. EATON*

[Kekewich J. [1894] W. N. 95]

8. — *Life estate—Words of limitation.* Gift to wife and daughter and the survivor for life, with power of appointment by will; gift over in default to the "heirs, exors., and administrators" of the survivor; "such heirs, exors., and administrators" to be ascertained as if the survivor had died unmarried and intestate:—*Held*, that the ascertaining clause shewed that the testator did not use the words "heirs, exors., and administrators" as words of limitation, as they would have been without the clause, whatever might have been the testator's intention, and that the survivor only took a life estate with a power of appointment by will. *In re HALL. HALL v. HALL*

[C. A. affirm. North J. [1898] W. N. 24]

WILL—ABSOLUTE GIFT—continued.

9. — *New 3 per cent. Annuities—Codicil—Revocation.*] H. by his will bequeathed £10,000 New 3 per cent. Annuities on trust for his wife for life, and after her death to sell the stock and divide the proceeds among certain charities. After the passing of the National Debt (Conversion) Act, 1888, H. by a codicil reciting that subsequent to the making of his will the 3 per cent. annuities had been converted into £2½ per cent. Consols, bequeathed £15,000 of such Consols on trust to apply the income in making the payments directed by his will for the benefit of his wife and other annual payments, and in all other respects confirmed his will. H. at his death held £15,000 such Consols:—*Held*, that the codicil did not revoke the legacy given to the charities by the will, and that under the first part of s. 25 (2) of the Act there was on the death of the widow a good gift of £10,000 2½ per cent. Consols to the charities. The first part of sub-s. 2 includes all dispositions of stock, whether by will or any other instrument. *In re HOWELL-SHEPHERD. CHURCHILL v. ST. GEORGE'S HOSPITAL*

[*Kekewich J.* [1894] 3 Ch. 649

10. — *Precatory trust*—"I wish them to bequeath the same." In considering whether a precatory trust is attached to any legacy the Court will be guided by the intention of the testator, apparent in the will, and not by any particular words in which the wishes of the testator are expressed. A gift purporting to be absolute is not to be reduced to a life interest, and a precatory trust is not to be created merely by an expression of the testator's wish that the legatee shall by will or otherwise make a disposition which the legatee could equally effect through his beneficial ownership. *In re HAMILTON. TRENCH v. HAMILTON*

[*Kekewich J.* [1895] 1 Ch. 373;
[*affirm.* by C. A. [1895] 2 Ch. 370

11. — *Restraint of marriage—Children—Gift over.*] R. bequeathed his residuary estate in trust for his daughter M. for her separate use for life, with a remainder to M.'s children, remainder over. By a codicil R. expressed his will to be that M. should not marry, and in case of her "marriage or death" bequeathed the residuary estate to the person entitled under the gift over. *Wigram V.-C.* decided (2 Hare, 570) that the limitation over on M.'s marriage by the codicil was void so far as regarded M.'s life interest:—*Held*, (1) that the will and codicil must be construed together, (2) that the true construction was that the codicil did not make an original and independent gift of, but provided that the property given by the will was to go over on M.'s marriage or death, and (3) that, as it could not go over on M.'s marriage, the children were entitled. *MORLEY v. RENNOLDSON*

[C. A. *affirm.* *Kekewich J.* [1895] 1 Ch. 449

WILL—ACCUMULATIONS.

1. — *Annuities—Charity—Thellusson Act.*] Where there is an absolute vested gift made payable in a future event, with direction to accumulate the income and pay it with the principal, the Court will not enforce the trust for accumulation, in which no person has any interest but the legatee; in other words, a legatee

WILL—ACCUMULATIONS—continued.

may put an end to an accumulation exclusively for his benefit. This principle is applicable whether the legatee is a charity corporate or unincorporate or an individual.

Where such an accumulation is directed for more than twenty-one years from the death of the testator, and for the above reason is not effective, the Thellusson Act does not apply. *HARBIN v. MASTERMAN* (No. 1)

[C. A. *affirm.* *Wickens V.-C.* (L. R. 12 Eq. 559)

[and *Stirling J.* [1894] 2 Ch. 184;

[*affirm.* by H. L. (E.) *sub. nom.* *WHARTON v.*

[*MASTERMAN* [1895] A. C. 186

2. — *Annuities—Expenditure of surplus income on improvements.*] A direction in a will that, after providing for the annuity, the surplus income should be expended in maintaining and improving the settled property, is held to be valid as being a discretionary trust for the whole life of the annuitant, and not an accumulation within the danger of the Thellusson Act, to be restricted to twenty-one years. *Per C. A.*, all improvements in substance which could in any fair sense be regarded as coming under the words maintaining in good habitable repair houses and tenements on the property are wholly outside the Thellusson Act. But money laid out in building new houses would be within the Act, and the surplus income cannot be expended on charges properly payable out of capital. *VINE v. RALEIGH* (No. 1)

[*Chitty J.* *affirm.* by C. A. [1891] 2 Ch. 13

Note.—This case was followed in *In re MASON.*

MASON v. MASON

[*Stirling J.* [1891] 3 Ch. 467 (No. 3, below)

3. — *Rebuilding and repair of buildings.*] A testator directed the net rents and income of his real and leasehold estates to be applied during the lifetime of certain annuitants under his will in paying the ground-rents, the annuities, and the cost of repairs and insurance, and the clear surplus in augmentation of the general trust fund created by his will:—*Held*, (1) that the will amounted to an express direction for the accumulation of income; and (2) that the trust for accumulation was valid, so far as it was a *bond fide* provision for the performance of the trusts for rebuilding, repairing, and reinstating the buildings; but that, subject to the due performance of such trusts, the trust for investment of the surplus income, after answering the purposes specified in the will, was invalid as from the expiration of twenty-one years from the testator's death. *In re MASON. MASON v. MASON*

[*Stirling J.* [1891] 3 Ch. 467

4. — *Rents of leaseholds.*] D. by his will devised lands on trust in strict settlement, and directed that accumulations made during the minority of any infant taking should be deemed capital money arising under the Settled Land Acts, and should be primarily liable to be laid out in the purchase of land, and bequeathed leaseholds to trustees on trusts corresponding to the trusts of the land; with a proviso that during twenty-one years after his death the net profits should be capitalised and become capital money of the settlement:—*Held*, that the direction to capitalise the rents of the leaseholds did not fall

WILL—ACCUMULATIONS—continued.

within the Accumulation Act, 1892, and was valid. *In re DANSON.* *BELL v. DANSON*

[Chitty J. [1895] W. N. 102]

WILL—ADEMPTION.

1. — *Abatement of legacies—Advances—Insufficient estate.* In setting off advances against legacies, any necessary abatement must be calculated on the whole legacy, and not on the difference between the legacy and the advance. If the advance exceed the amount of the abated legacy, the difference must be refunded by the legatee as a debt to the estate. *In re SCHWEDER.* *OFFENHEIM v. SCHWEDER* (No. 2)

[Chitty J. [1893] W. N. 12]

2. — *Contribution by real estate.* A will, after specific devises and bequests, contained a gift of pecuniary legacies, followed by a gift of residuary real and personal estate. The personalty was insufficient to discharge the debts:—*Held*, that the pecuniary legacies were not liable to contribute to the debts, but were a charge on the residuary real estate, and that the residuary realty must contribute to the debts rateably with the specific devises and legacies, according to its full value, without deducting the pecuniary legacies. *In re BAWDEN.* *NATIONAL PROVINCIAL BANK v. CRESSWELL.* *BAWDEN v. CRESSWELL*

[Kekewich J. [1894] 1 Ch. 693]

3. — *Devised estate sold and mortgaged to secure purchase-money.* After specifically devising freehold estate to which he was absolutely entitled, the testor. sold it, and it was on the following day reconveyed to him by way of mortgage to secure part of purchase-money:—*Held*, that the sum secured by the mortgage did not pass to the specific devisee. *In re CLOWES.*

[C. A. [1893] 1 Ch. 214]

4. — *Order in Lunacy—Transfer of stock.* The transfer under an Order in Lunacy of stock into the name of the Paymaster-General out of the name of a testatrix who had become of unsound mind:—*Held*, not to adeem a bequest of all stock "standing in my name and belonging to me at the time of my decease." The investment under the same order of money belonging to the testatrix in like stock in the name of the Paymaster-General:—*Held*, not to increase the legacy. Part of the stock was subsequently sold to provide for costs. Directed that the sale should be taken in reduction of the amount invested, and not of the amount transferred, so as to preserve the rights of the legatees. *In re WOOD.* *ANDERSON v. LONDON CITY MISSION*

[North J. [1894] 2 Ch. 577]

WILL—ANNUITY.

1. — *Annuity charged on reversion—Direction that first payment be made half-a-year after testator's death.* A. gave his personalty and a life estate in his realty to B., and charged the reversion or one portion of such realty with an annuity to C., and directed that the first payment of the annuity was to be made half-a-year after A.'s death:—*Held*, that C. was entitled to an annuity commencing on A.'s death. *In re WILLIAMS.* *WILLIAMS v. WILLIAMS* Stirling J. [1895] W. N. 36

2. — *Duration—For life or perpetual.*

(A) A gift of "an annuity of £150 a year to be secured to X." is merely an annuity to X. for

WILL—ANNUITY—continued.

life. *In re LORD STRATHEDEN AND CAMPBELL.* *COWPER v. STRATHEDEN AND CAMPBELL*

[Kekewich J. [1893] W. N. 90]

(B) A gift of £250 per annum "to X. or his descendants" is merely an annuity to X. for life with a substitutionary gift for life to X.'s descendants living at testor's death, if X. did not survive testor. *In re MORGAN.* *MORGAN v. MORGAN* Stirling J. and C. A. [1893] 3 Ch. 232

WILL—ATTESTATION.

See PROBATE—EXECUTION OF WILL. 1, 2

WILL—CHARGE OF DEBTS.

Marshalling—Direction for payment of debts—Stock specifically bequeathed charged in testator's lifetime. Where the general personal estate of a testor. not specifically bequeathed is insufficient for payment of his debts, a specific legatee of property charged by the testor. in his lifetime with the payment of a sum of money must, as between such specific legatee and other specific legatees or devisees, bear the burden of the incumbrance; and a general direction in the will that the testor's debts shall be paid after his decease is not sufficient to throw any part of such burden on the specific devisees of real estate. *In re BUTLER.* *LE BAS v. HERBERT*

[Kekewich J. [1894] 3 Ch. 250]

WILL—CHILDREN.

1. — *"Children then living."* Gift in trust for five children, with gift over, on death of any one. without issue, to the "other children then living":—*Held*, that this gift was modified by a subsequent proviso that grandchildren should take the share "the parent would have taken if living." *In re BLANTERN.* *LOWE v. COOKE*

[C. A. revers. Stirling J. [1891] W. N. 54]

2. — *Illegitimate children—Gift to children of person described as "wife."* A testor. gave property in trust for his children, including "B. the wife of C.," with life estates to them and remainders to their "children or child." B. and C. were not legally married; they had one child born before the date of the will, and two born after the testor's death:—*Held*, that the child born before the date of the will fell within the description in the will, but that the others did not. *In re HARRISON.* *HARRISON v. HIGSON*

[Kekewich J. [1894] 1 Ch. 561]

3. — *Illegitimate children—Legitimation—Derive of realty.* The rule that children born out of wedlock and legitimated by the subsequent marriage of their parents cannot inherit English land as heir, relates only to a case of descent upon an intestacy, and not to a case of devise by will to "children."

A testor. devised realty to the children of B. B. had, among other children, a son born before wedlock. This son had been legitimated according to the law of the father's domicile, viz., the Cape Colony, by the subsequent marriage of his parents:—*Held*, that he was entitled to his share of the devised realty. *In re GREY'S TRUSTS.* *GREY v. EARL OF STAMFORD*

[Stirling J. [1892] 3 Ch. 88]

4. — *Implied gift to children.* A testor. gave houses in trust for A. for life with a gift over on the death of A. without leaving children:—

WILL—CHILDREN—continued.

Held, per C. A., that A. took a life interest only, that her children had no interest, and on A.'s death, an ultimate residuary gift took effect. *SCALE v. RAWLINS* H. L. (E.) [1892] A. C. 342 [affirm. O. A. 45 Ch. D. 299]

5. — "Issue living"—*Child en ventre sa mère.*] A. gave property at the death of B. to C. "in case she has issue living at the death of" B. C. was confined of a living child one day after B.'s death:—*Held*, that the gift to C. took effect. *In re BURROWS.* CLEGHORN v. BURROWS

[Chitty J. [1895] 2 Ch. 497]

6. — *Joint tenancy or tenancy in common.*] A testator devised realty on trusts, *inter alia*, for children and the issue of any then dead (such issue standing *in loco parentis*) share and share alike:—*Held* (1.) that the sons and daughters, and the issue of a deceased son or daughter as representing their parents, took as tenants in common; (2.) that there being no words to create a severance as between the issue of deceased children they took *inter se* as joint tenants. *In re YATES.* BOSTOCK v. D'EYNCOURT

[North J. [1891] 3 Ch. 53]

7. — *Maintenance—Right of adult children to maintenance during life of widow.*] A testator gave residue on trust "to pay to his wife or permit her to receive the annual income thereof during her life for her use and benefit, and for the maintenance and education of his "children," with a provision for division on her death, and a power of advancement:—*Held*, that the widow took the income subject to a trust for the maintenance of the children, not limited to those who were under twenty-one or unmarried. An inquiry directed as to which, if any, of the children required maintenance. *In re BOOTH.* BOOTH v. BOOTH

8. — *Per capita or per stirpes—"Share and share alike."*] A testator gave the income of his property to his wife for life, after her death to his brother and sister, and on the death of any of them the income of his or her share to his or her children. The will contained these words, "and after the decease of all I desire the whole of my property to be sold," &c., and the proceeds to be equally divided between the children of the aforesaid share and share alike:—*Held*, that the children of the brother and sisters took *per capita* and not *per stirpes.* *In re STONE.* BAKER v. STONE C. A. revers. *Stirling J.* [1895] 2 Ch. 196

9. — *Stepchildren.*] A testator, by his will, made when he was fifty-nine and his wife sixty, gave his property for sale and conversion, and directed the proceeds to be divided equally among his children. He had no children, but his wife had had children by a former husband, who were treated by testator as his children, and had adopted his name:—*Held* (1), that the Court could look at circumstances outside the will to determine whom testator meant by "children," and (2) that he intended his stepchildren to take. *In re JEANS.* UPTON v. JEANS

North J. [1895] W. N. 98
And see WILL—WORDS. 10.

WILL—CLASS.

1. — *Gift to children—Mistake in number—"Unmarried daughter."*] Gift to five unmarried daughters of A. At the date of the will A. had

WILL—CLASS—continued.

three sons and three daughters, two daughters being unmarried:—*Held*, that the words "unmarried daughters" were the material words, and the gift went to the two unmarried daughters. *In re DUTTON.* PLUNKETT v. SIMMON

[North J. [1893] W. N. 65]

2. — *Gift to children as a class—Issue taking by substitution.*] The rule that s. 33 of the Wills Act, 1837, does not apply to gifts to children or grandchildren of the testator as a class is not affected by the fact that the class happens to consist of but one person. *In re SIR E. HARVEY'S ESTATE.* HARVEY v. GILLOW

[Chitty J. [1893] 1 Ch. 567]

3. — "Nephews and nieces." Bequest of residue to nephews and nieces for their respective lives, on their deaths their shares to go to their children; shares of nephews, &c., dying without having any child surviving to go to children of other nephews, &c.:—*Held*, that a child *en ventre sa mère* took under this last provision. *In re HALLETT.* HALLETT v. HALLETT

[Chitty J. [1892] W. N. 148]

4. — "Nephews and nieces"—*Husband and wife.*] Gift of residue in trust "for all my nephews and nieces living at my decease who shall live to attain the age of twenty-one years." The testator had given legacies to a number of named persons, including nephews and nieces of his wife:—*Held*, that the residue was divisible among all the testator's nephews and nieces, whether they were nephews and nieces of the testator or of the testator's wife, and further, that the wife of a nephew, although not related to either the testator or his wife, was to be treated as a niece. *Per curiam*:—Where there is a gift to a class which includes a husband and wife, the husband and wife take separate shares. *In re GUE.* SMITH v. GUE

North J. [1892] W. N. 88;
[affirm. by C. A. [1892] W. N. 132]

5. — *Residuary gift.*] A gift to a class, two members of which intermarried:—*Held*, that the children of such marriage were entitled to two shares, one in respect of each parent. *In re SMITH.* DEW v. KENNEDY

[Kekewich J. [1892] W. N. 106]

WILL—CODICIL.

See PROBATE—GRANT OF PROBATE. 15, 19, 36.

WILL—SPECIFIC DEVISE. 6.

WILL—CONDITION.

1. — *Charitable gift on continuing condition.*] A testatrix by her will bequeathed a sum "towards an endowment for a church at B., provided conditions as laid down for a church at C. should be carried out." She had previously contributed towards the endowment of the church at C., and the chief clerk found that one of the conditions of that gift was that the black gown should be worn in the pulpit:—*Held*, that this condition was not impossible or illegal, but was a continuing condition, and that the fund must be retained in Court, the incumbent to be entitled to the income if he performed the condition. *In re ROBINSON.* WRIGHT v. TUGWELL

North J. [1892] 1 Ch. 96]

2. — *Repair of tomb.*] The rule against perpetuities does not apply to a transfer in a certain

WILL—CONDITION—continued.

event from one charity to another. A condition that a family vault shall be kept in repair, attached to a gift of stock to charity A., with a gift over on non-compliance to charity B., *held* to be valid. *In re TYLER. TYLER v. TYLER*

[C. A. affirm. *Stirling J.* [1891] 3 Ch. 252

3. — *Residence—Assignment of share.*] Testor. gave his son a life interest, subject to a condition that the trustees should pay A. £50 per annum so long as the son resided with her. When not residing with A., the son assigned his life estate as “beneficial owner” thereof. He afterwards went to reside with A.:—*Held*, notwithstanding the assignment, that the trustees could pay the £50 per annum to A. *In re GREENWOOD. PRIESTLEY v. GRIFFITHS*

[C. A. (Kay L.J. diss.) [1892] W. N. 20

4. — *Residence—“Refuse or neglect”—Infant.*] Where real estate is devised in strict settlement with a direction that the person becoming entitled shall reside in and occupy the mansion-house, with a gift over in case he shall “refuse or neglect” to do so, and the person in possession is an infant; the gift over cannot operate during infancy, for the condition is a condition subsequent to divest an already vested estate, and an infant must reside where his guardian prescribes, and therefore in case of non-residence he did not “refuse or neglect” to reside in the mansion-house. *PARTRIDGE v. PARTRIDGE*

[North J. [1894] 1 Ch. 351

5. — *“Return to England.”*] A condition of trusteeship that the trustee should return to England is satisfied by the person nominated coming to England on a visit and remaining there six months;—*Held*, therefore, in the absence of evidence that such trustee had dissented from or disclaimed his trusteeship before his return, the trusteeship and estates vested in him on his return, and that he was a necessary party to a conveyance of the trust property. *In re ARBIB AND CLASS’ CONTRACT*

[C. A. affirm. North J. [1891] 1 Ch. 601

6. — *Shifting clause—Gift over on succession to earldom—“Possession.”*] A devise in strict settlement contained a proviso that if any person, who would be entitled to possession if he had been of full age, should be under twenty-one, the trustees should enter into possession during such minority, and a declaration that if any person entitled to possession or receipt of the rents and profits should succeed to a certain earldom, the hereditaments should go over as if such person were dead without issue. A., who was then and still an infant, became entitled in 1882, and in 1893 he succeeded to the earldom;—*Held*, that as by reason of the infancy of the earl the possession was taken from him and given to the trustees, he was not when he succeeded to the earldom a person entitled within the words of the shifting clause, and therefore the gift over had not taken effect, and his title had not been displaced. *LESLIE v. EARL OF ROTHES*

[C. A. affirm. *Kekewich J.* [1894] 2 Ch. 499

WILL—CONSTRUCTION—GENERAL PRINCIPLES OF.

1. — *Citation of decided cases.*] (A) It is a

WILL—CONSTRUCTION—GENERAL PRINCIPLES—continued.

misuse of cases on construction to depart from a plain instrument and to import from the authorities something not in the instrument itself, which raises a doubt not created by the instrument itself. *Per Lindley L.J. In re TREDWELL. JEFFRAY v. TREDWELL* (No. 1) C. A. [1891] 2 Ch. 640, at p. 653

(B) In construing one will too much attention is not to be paid to decisions on other wills. Rules of law must be attended to; but if in any case the intention of a testor is expressed with sufficient clearness, the Court should give effect to it. The fact that in other wills more or less like that under consideration other judges have not been satisfied as to the intention expressed is not a sufficient ground for defeating the intention appearing on the will under construction. *In re PALMER. PALMER v. ANSWORTH*

[*Per Lindley L.J. C. A.* [1893] 3 Ch. 369, at p. 372

(C) The proper rule for construing a will is to form an opinion apart from the cases, and then to see whether the cases required a modification of that opinion; not to begin by considering how far the will resembled wills on which decisions had been given. *In re BLAXTERN. LOWE v. COOKE C. A. revers. Stirling J.* [1891] W. N. 54

(D) *Per Halsbury L.C. in C. A.*: “I repudiate entirely the notion of laying down any canon of construction which is to extend beyond the particular instrument that I am called upon to give an interpretation to.” *In re SEALE. JODRELL v. SEALE* — 44 Ch. D. 590; affirm. *sub. nom.*

[*SEALE HAYNE v. JODRELL, H. L. (E.)*

[1891] A. C. 304

(E) *Per Kekewich J.*: In dealing with questions of construction affecting title, the Court considers itself unfettered by any decision or even by the practice of conveyancers. *In re EDWARDS. EDWARDS v. EDWARDS* [1894] 3 Ch. 644, at p. 648

2. — *Holograph will by lay testator.*] Where in a layman’s holograph will words occur which have an intelligible conventional meaning, that meaning is to be ascribed unless the context otherwise requires. *HAMILTON v. RITCHIE*

[H. L. (S.) [1894] A. C. 310

WILL—CONTINGENT REMAINDER (AND EXECUTORY DEVISE.)

1. — *Contingent remainder.*] A testor. by will made in 1840 devised lands to seven persons “as joint tenants and not as tenants in common, and to the survivor or longest liver of them, his or her heirs and assigns for ever”;—*Held*, that the effect of the limitations was to constitute the seven devisees joint tenants for life with a contingent remainder over in fee simple to the ultimate survivor. *QUARM v. QUARM*

[Div. Ct. [1892] 1 Q. B. 184

And see WILL—ABSOLUTE GIFT. 2.

2. — *Executory devise or contingent remainder.*] A devise of a freehold estate contained a proviso that the legal life estate should cease on being taken in execution by any process of law and the estates given to the children of the tenant for life should thereupon absolutely vest in the persons next entitled;—*Held*, (1) that the appointment of a receiver was a “taking in execution,” and the life estate of the son in possession thereupon

WILL — CONTINGENT REMAINDER (AND EXECUTORY DEVISE)—*continued.*

determined; (2) that the devise over was executory, and the persons entitled were all the children of the tenant for life who should attain twenty-one, &c., and not merely the children born before the receivership order, nor the one child who attained twenty-one before that date. *BLACKMAN v. FYSH* - *Kekewich J.* [affirm. by C. A. [as to (2), decision as to (1) not being appealed against - - [1892] 3 Ch. 209]

3. — Executory devise or contingent remainder.]

A gift to A. for life, and from and after the decease of A. unto and to the use of such child or children of A. living at his decease, and such issue then living of the child or children of A. then deceased, as either before or after the death of A. should attain the age of twenty-one years or die under that age leaving issue, is an executory devise, and not a contingent remainder. *DEAN v. DEAN* - *Chitty J.* [1891] 3 Ch. 150

WILL—CONVERSION.

1. — *Realty devised in trust for sale.* Where real estate is devised upon trust for conversion into personality to be held upon trusts which in the result partially fail, the proceeds of sale and the land (if any) unsold both result to the heir as personal estate. *In re RICHERRSON. SOALES v. HEYHOE* (No. 1) - *Chitty J.* [1892] 1 Ch. 379

2. — *Specific devise of realty subject to a lease with option to purchase.* Testator, by his will specifically devised certain freeholds, and bequeathed his residuary real and personal estate to other persons. Subsequently he made a codicil which expressly confirmed the will, but did not refer in terms to the property specifically devised. On the same day he granted a lease of the specifically devised property with an option of purchase, which was exercised after the testator's death:—*Held*, that the confirmation of the will indicated a sufficient intention to pass to the devisee whatever interest the testator had in the property, and that the proceeds of the sale did not fall into residue. *In re PYLE. PYLE v. PYLE.* [Stirling J. 1895] 1 Ch. 724

And see *TENANT FOR LIFE—APPORTIONMENT, &c.* 16, 18.

WILL—EXECUTION.

See *PROBATE—EXECUTION OF WILL.*

WILL—EXECUTORY DEVISE.

See *WILL—CONTINGENT REMAINDER, above.*

WILL—WORDS. 4.

WILL—EXONERATION.

1. — *Building agreement—Vendor's lien—Locke King's Act, 1877.* A building agreement provided for leases with ground-rents, up to £180 a year; and, at the option of the lessor, for further leases on payment by her of twenty-two years' purchase of the further ground-rents. She executed the option, and died before completion:—*Held*, that her devisees took the land included in the agreement subject to discharging the amount payable in respect of the further leases. *In re KIDD. BROOMAN v. WITHELL* [North J. [1894] 3 Ch. 558]

2. — *"Contrary intention"—Locke King's*

WILL—EXONERATION—continued.

Acts. A testator who had mortgaged his realty in order to secure Consols which had been transferred to him by the trustees of a settlement:—*Held*, to have shewn an intention in his will and subsequent deeds that his realty should be exonerated from payment of the mortgage debt. *In re CAMPBELL. CAMPBELL v. CAMPBELL* (No. 1) [Kekewich J. [1893] 2 Ch. 206]

3. — Personal estate—Locke King's Acts.]

Land belonging to a tenant in tail in possession was delivered in execution to judgment creditors under a writ of *elegit*. He died without giving any direction exonerating his personal estate from payment of the debt:—*Held*, that as Locke King's Acts did not apply, the judgment debt was not chargeable on the land in exoneration of the personality. *ANTHONY v. ANTHONY* (No. 2) [Kekewich J. [1893] 3 Ch. 498]

4. — Real estate—Locke King's Acts.]

Land which had been delivered in execution under a writ of *elegit* to judgment creditors of a testator, was specifically devised by his subsequent will:—*Held*, that Locke King's Acts applied, and the devised estate must bear its own burden, and was not entitled to be exonerated. *In re ANTHONY. ANTHONY v. ANTHONY* (No. 1) [Kekewich J. [1892] 1 Ch. 450]

WILL—EXTRINSIC EVIDENCE OF INTENTION.

Ambiguity. (A) Extrinsic evidence admitted to determine what a childless testator, having adopted stepchildren meant by a gift to "children." *In re JEANS. UPTON v. JEANS* North J. [1895] W. N. 96

(B) Extrinsic evidence admitted to identify the particular nephew named as executor, the testator having two nephews of the same name, one legitimate, the other illegitimate. *IN THE GOODS OF ASHTON* - *Jenne J.* [1892] P. 83

(C) Extrinsic evidence not admitted to determine to which of two nieces of the same name the testator meant to make a gift, one being legitimate, the other illegitimate. *In re FISH. INGHAM v. RAYNER* - *C. A.* [1894] 2 Ch. 83

WILL—FOREIGN WILL.

Foreign language—Error in translation—Evidence. Probate had been granted of a certified English translation of a copy of a French will. A question arose on the construction of the will, and it was alleged that the translation was incorrect:—*Held*, none of the parties insisting on an application to the Probate Div. to correct the translation, that the Court might look at the original French, as well as at the English translation, but that the Court could not construe the will without the assistance of French lawyers nor until the testator's domicile had been ascertained. *In re CLIFF'S TRUSTS* - *North J.* [1892] 2 Ch. 229

— *Probate of.*

See *PROBATE—GRANT OF ADMINISTRATION—Ab Intestato.* 1.; *With Will Annexed.* 2, 3.

WILL—FORFEITURE.

1. — *Acceleration of interest—Gift during widowhood—Re-marriage.* Testator, directed his trustees to pay the income of a trust fund to his wife for life or during widowhood, with gifts over

WILL—FORFEITURE—continued.

on wife's death. The wife remarried:—*Held*, that the gifts over did not take effect until the wife's death, although her life estate determined on her second marriage. *In re TREDWELL. JEFFRAY v. TREDWELL* (No. 1)

[C. A. revers. North J. [1891] 3 Ch. 640]

2. — *Alienation.*] Appointment under a power on trust to pay income to A. for life or until he should become a bankrupt or liquidating debtor, or cease to be entitled to receive the income in his own right. A. assigned his interest for value:—*Held*, that the assignment operated as a cesser of the assignor's title to receive the income. Duty of trustees in applying whole or part of the income of the gift for the benefit of assignor, according to the terms of the will. Right to overplus. Discretion of trustees in such cases considered. *In re BULLOCK. GOODE v. LICKORISH* - *Kekewich J.* [1891] W. N. 62

3. — *Alienation or bankruptcy.*] (A) A testor. by his will gave real and personal estate in trust for children with gifts over on alienation or bankruptcy. A child became bankrupt before the testor's death, and continued undischarged for some years after:—*Held*, that she had incurred a forfeiture of her original life interest, and also of an accrued share which fell in before her discharge. *METCALFE v. METCALFE*

[C. A. [1891] 3 Ch. 1 affirm. *Kekewich J.* [43 Ch. D. 633]

(B) A testor. gave his estate on trust, after the death of the last of certain annuitants, to divide the same among a certain class. There was a substitutionary clause in favour of children of members of the class, and a forfeiture clause on alienation or bankruptcy:—*Held*, (1) that children of deceased members of the class took whether their parents died in the lifetime of the testor, or afterwards; (2) that the shares were payable on the death of the last annuitant, but vested on the death of the testor; (3) that the share of X., one of the class, was forfeited on his bankruptcy and undisposed of. *In re JENNINGS. BURNLEY v. HARLAND* North J. [1892] W. N. 156

4. — *Assignment or attempted assignment.*]

(A) A tenant for life under a will, subject to a gift over on assignment or attempted assignment, on the occasion of a loan to him signed a document which in terms amounted to an equitable assignment of his interest in the income. No notice of the document was given to the trustees; it was subsequently destroyed by the lender, and evidence was given that as between borrower and lender it was not intended as a charge, and that to have so used it would have been a fraud on the bargain:—*Held*, that the document could have been set aside for fraud or mistake, and that the Court could therefore go behind the literal meaning of the document, and that there had been no forfeiture. *In re SHEWARD. SHEWARD v. BROWN* - *Kekewich J.* [1893] 3 Ch. 502

(B) A will contained a proviso for forfeiture on assignment or attempted assignment of the interest of a beneficiary during a prior tenancy for life:—*Held*, (1) that the forfeiture clause was valid notwithstanding that the reversionary interests were originally vested but liable to be divested;

WILL—FORFEITURE—continued.

(2) that a post-nuptial marriage settlement executed by a niece, one of the reversioners, during the prior tenancy caused a forfeiture, though by the *lex loci* (South Australia) the settlement was inoperative as regarded the niece. *In re PORTER. COULSON v. CAPPER*

[North J. [1892] 3 Ch. 481]

5. — *Interference with trustees.*] Testator gave annuities to his son on condition that he did not interfere with the management of the trust estate. The son brought an action against the trustees, which was dismissed as groundless and frivolous:—*Held*, that he had incurred a forfeiture of his annuities. *ADAMS v. ADAMS*

[C. A. [1892] 1 Ch. 369 affirm. *Fry L.J.* [45 Ch. D. 426]

6. — “*Liable to be deprived*”—*Bankruptcy petition—Dismissal.*] A. was entitled under his mother's will, subject to a prior life interest, to the income during his life of a fund, subject to gift over if he should do anything whereby he was “liable to be deprived” of the beneficial enjoyment thereof. Before his interest fell into possession he committed an act of bankruptcy. A petition was presented. His interest then fell in, and the petition was dismissed; but before the dismissal an instalment of the income became payable to A.:—*Held*, that the forfeiture clause had come into operation and that the gift over took effect. *In re LOFTUS-OTWAY. OTWAY v. OTWAY* - *Stirling J.* [1895] 2 Ch. 335

7. — *Receiving order.*] A will contained a condition determining a life interest on it “vesting in or becoming payable to some other person”:—*Held*, that the life interest was forfeited on a receiving order being made against the life tenant, for, by the force of that order, the life interest became payable to, although it did not vest in, the official receiver. *In re SARTORIS' ESTATE. SARTORIS v. SARTORIS* - C. A. affirm.

[*Chitty J.* [1892] 1 Ch. 11]

8. — *Special occupant—Name and arms clause.*] By a will freehold and personal property were settled in tail, with a name and arms clause, with a gift over on non-compliance with the clause. A., the tenant for life, did not comply, and his estate went over to B., his only son, who had previously executed a disentailing deed, and subsequently died in his father's lifetime intestate and without issue, but leaving a widow. A. was his son's heir-at-law, sole next of kin, and legal personal representative:—*Held*, (1) that A. took the rents and profits as special occupant, and the income of the personality as legal representative of B.; (2) that B.'s wife was not entitled to dower. *In re MITCHELL. MOORE v. MOORE* *Stirling J.*

[1892] 2 Ch. 87]

WILL—INTERIM INCOME.

1. — *Accumulations—Capital or income.*] Where a testor. gave to an infant an immediate vested life interest in his residuary estate:—*Held*, that the income which accumulated, after maintenance, between the testor's death and the infant's marriage, belonged to her absolutely and was not an accretion to capital, the immediate gift shewing an intention (sub-a. 8) to exclude the provisions of sub-a. 2, s. 43, of the

WILL—INTERIM INCOME—continued.

Conveyancing Act, 1881. *In re HUMPHREYS. HUMPHREYS v. LEVETT* - C. A. [1893] 3 Ch. 1

2. — *Contingent annuity—Capital or income.*] B., in exercise of a power under A.'s will, gave to L. for life with remainder to L.'s children (i.) a fund set apart to answer legacies under A.'s will which had vested but were not yet payable; (ii.) Consols set apart to answer a conditional annuity payable at discretion of trustees:—*Held*, (i.) that B.'s interest in the interim income of the vested legacies was in the nature of a terminable annuity, and that such income as between L. and L.'s children must, until the legatees attained twenty-one, be treated as capital and invested, and the dividends only on such investment paid to L.; (ii.) that any surplus dividends of the Consols set apart for the conditional annuity must be paid to L. as income. *In re WHITEHEAD. PEACOCK v. LUCAS* Stirling J. [1894] 1 Ch. 678

3. — *Contingent gift of leaseholds—Share vesting at twenty-one—Separation from general estate.*] A testor. gave leasehold property upon trust to pay the income to his daughter during her life, and after her death to transfer the same to all her children in equal shares, the shares to vest at twenty-one, and in the case of daughters at twenty-one or marriage. The testor. gave his residuary estate upon certain trusts. The daughter died leaving several infant children:—*Held*, that the effect of the bequest being to separate the leaseholds from the general estate of the testor., the intermediate income until one of the children attained a vested interest was applicable to the maintenance of the infants. *In re WOODIN. WOODIN v. GLASS* - C. A. [1895] 2 Ch. 309

4. — *Contingent interest—Intermediate income.*] (A) A testor. gave his residuary estate, subject to certain annuities, to a class for life, contingently on their attaining twenty-one:—*Held*, that the surplus income could not be employed for the maintenance of infants, but belonged to such of the class as had attained twenty-one, and that s. 43 of the Conveyancing Act, 1881, did not apply. *In re JEFFERY. BURT v. ARNOLD* - North J. [1891] 1 Ch. 671

[This case was overruled in *In re HOLFORD. HOLFORD v. HOLFORD*, C. A. [1894] 3 Ch. 30.]

(B) Trustees held to have power under s. 43 of the Conveyancing Act, 1881, to devote, for the maintenance of infants, the intermediate income of property in which the infants had, under a will, an interest contingent on their coming of age while all the class are infants and unmarried.

(a) *In re BURTON'S WILL. BANKS v. HEAVEN* [Chitty J. [1892] 2 Ch. 38

(b) *In re ADAMS. ADAMS v. ADAMS* [North J. [1893] 1 Ch. 329

Whether the first infant who attains twenty-one would be entitled to the whole income, *quere*.

(a) *In re BURTON'S WILL. BANKS v. HEAVEN* [Chitty J. [1892] 2 Ch. 38, at p. 46

(b) *In re ADAMS. ADAMS v. ADAMS* [North J. [1893] 1 Ch. 329

(c) Where a testor. gave a fund to grand-nephews and nieces in equal shares as tenants in common contingent on their attaining twenty-

WILL—INTERIM INCOME—continued.

one, and where some of the class had, and others had not, attained that age:—*Held*, that the income belonged to those of the class who had attained twenty-one in equal shares as tenants in common, notwithstanding that the will directed the income of the share of each of the class during minority to be paid to the parent forming the connecting link with the testor. for the exclusive benefit of such parent. *In re CALDWELL. HAMILTON v. HAMILTON* Kekewich J. [1894] W. N. 13

(D) A testor. gave his residuary personalty on trust to divide it equally between such of a class of six as should attain twenty-one. One of the class who had alone attained twenty-one, *held* entitled to one-sixth of the original capital and of the accumulated fund and income down to the time of her interest vesting, but not to the income of the remaining five-sixths of the capital of the fund during the suspense of vesting: the income of such five-sixths being applicable, under s. 43 of the Conveyancing Act, 1881, during the suspense to the maintenance of the five infants. *In re HOLFORD. HOLFORD v. HOLFORD*

[C. A., affirm. Chitty J. [1894] 3 Ch. 30

5. — *Contingent interest—Specific contingent legacy—Right to intermediate income.*] Where there is a specific gift to an infant on attaining twenty-one, the immediate income does not pass.

But where a specific legacy is segregated from the mass of the testor.'s estate, to go as a contingency it carries with it all accretions to the contingent legatee on the happening of the contingency.

Therefore, where stock was bequeathed on trust for such of a class as shall attain twenty-one, *held* that the members of the class on attaining twenty-one were entitled to the intermediate income, and by s. 43 of the Conveyancing Act, 1881, the trustees had power to allow maintenance out of the income. *In re CLEMENTS. CLEMENTS v. PEARSALL Chitty J.* [1894] 1 Ch. 665

6. — *Contingent interest—Share vesting at twenty-one.*] A testor. gave leasehold property in trust to pay the income to his daughter for life, and after her death to all her children equally, the shares to vest at twenty-one or, in the case of daughters, at marriage. She died leaving infant children:—*Held*, that the effect of the bequest was to separate the leaseholds from the general estate of the testor., and the principle, that where a fund was directed to be set apart from the rest of the testor.'s estate it carried the income with it, applied, and that the intermediate income went with the shares and might be applied to the maintenance of the infants. *In re WOODIN. WOODIN v. GLASS*

[C. A. revers. North J. [1895] 2 Ch. 309

7. — *Fund in reversion directed to fall into residue.*] A testor. directed that a fund should in certain events fall into residue, and gave successive life estates in the residue. The first tenant for life of the residue died in 1858; the fund fell into the residue in 1892:—*Held*, that the present tenant for life was entitled to the interest of the entire fund, and that the estate of the deceased tenant for life had no claim thereon. *PIGOTT v. PIGOTT* Kekewich J. [1893] W. N. 115

WILL—INVESTMENTS.

— Power of trustees to vary.

See TRUSTEE—INVESTMENTS. 2, 5.

WILL—LAPSE.

1. — *Charitable legacy—Failure of object—Cy-près.*] (A) A charitable bequest to an institution which comes to an end after the death of the testor, but before the legacy is paid does not fall into residue, but falls to be administered by the Crown, and will ordinarily be applied for charitable purposes.

Among testor's "charitable" legacies was a gift to a private orphanage. Before the assets could be distributed the orphanage had ceased to exist:—*Held*, that the property in the legacy became applicable by the Crown for charitable purposes. The doctrine of lapse as applicable to a legacy to a charitable object in existence at the death of the testor, but subsequently failing, discussed. *In re SLEVIN. SLEVIN v. HEPBURN*

[C. A. [1891] 2 Ch. 236 *revers.* *Stirling J.* [1891] 1 Ch. 373]

(B) A testor, by his will bequeathed a legacy "to the rector for the time being" of a certain Roman Catholic seminary. He died in 1893. Between the date of the will and his death the seminary had ceased to exist:—*Held*, that the bequest was for the benefit of the particular seminary; that institution having ceased in testor's lifetime, the legacy could not be applied *cy-près*, but lapsed. *In re RYMER. RYMER v. STANFIELD C. A. affirm. Chitty J.* [1895] 1 Ch. 19
And see WILL—SPECIFIC DEVISE, below.

2. — *Gift to children as a class—Issue taking by substitution.*] The rule that s. 33 of the Wills Act, 1837, does not apply to gifts to children or grandchildren of the testor, as a class is not affected by the fact that the class happens to consist of but one person. *In re SIR E. HARVEY'S ESTATE. HARVEY v. GILLOW*

[*Chitty J.* [1893] 1 Ch. 567]

3. — *Joint tenancy.*] A testor, gave his residue in trust for A., B., C., and their exors. and assigns. A. died before the testor, B. died after him an infant and unmarried:—*Held*, that A., B. and C. were joint tenants for the lives of them and the survivor of them, with several remainders to them as tenants in common; that C. was entitled to the income of the whole for his life; and that the share in remainder of A. lapsed and devolved as on an intestacy. *In re ATKINSON. WILSON v. ATKINSON* - - *North J.* [1892] 3 Ch. 52

— *Repugnancy—Successive limitations.*

See WILL—SPECIFIC DEVISE. 7.

4. — *Settlement of shares.*] A testor, gave his real and personal estate to trustees upon trust for sale and to hold the proceeds in trust for his four sisters, "provided that my trustees shall retain the share of each of my sisters . . . upon the trusts following," i.e., in trust for the sister for life, with power to give a life interest to a husband, and after her death to her children at twenty-one or marriage, and in default to her next of kin. One of the sisters predeceased the testor, leaving infant children:—*Held*, that her share did not lapse, but that her children were entitled to it contingently on attaining twenty-

WILL—LAPSE—continued.

one or marriage. *In re PINHORNE. MORETON v. HUGHES* - - *Chitty J.* [1894] 2 Ch. 276

5. — *Tenants in common, gift to.*] A testor, gave his property to five persons as tenants in common. He afterwards excluded one of the persons, but gave no direction as to the person's share:—*Held*, that the effect of the exclusion of one did not give property to the others in fourths instead of fifths, but, there being no express disposition of the share, the gift of the share lapsed and went to the next-of-kin and heir at law. *In re HODGKINSON. HANCOCK v. MELLOR*

[*Kekewich J.* [1893] W. N. 9]

WILL—LEGACY.

— *Abatement.*

See WILL—ADEMPTION. 1.

1. — *Blended fund—Charge of realty in aid of personality.*] When a testor, bequeaths pecuniary legacies and then bequeaths the residue of his real and personal estate, the legacies are charged upon the real estate or its proceeds, but they are payable primarily out of the personality, unless the testor, directs that they are to be paid out of the mixed fund, in which case they are payable rateably out of realty and personality.

(A) *In re BOARDS. KNIGHT v. KNIGHT*

[*North J.* [1895] 1 Ch. 499]

(B) *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL*

[*Kekewich J.* [1894] 1 Ch. 693]

2. — *Charge of legacies on residuary realty—Gift of personality and realty "not otherwise disposed of."*] A, by his will, after making specific devises of realty and bequests of pecuniary legacies, left to B. all realty and personality to which at his death he was entitled or over which he should have power to dispose by his will "and not otherwise disposed of." The personality, after payment of A.'s debts, was insufficient to satisfy the legacies:—*Held*, that where there is a residuary gift of realty and personality blended, whether "residue" or some equivalent word is used or not, the legacies are charged on the realty. *In re BAWDEN. NATIONAL PROVINCIAL BANK v. CRESSWELL. BAWDEN v. CRESSWELL*

[*Kekewich J.* [1894] 1 Ch. 693]

— *Charitable.*

See CHARITY—GIFT TO CHARITY.

WILL—PERPETUITY. 1—3.

3. — *Contingent legacy—Interest.*] S. bequeathed the residue of his real and personal estates to trustees, and directed his trustees to hold a sum "upon trust to invest the same in good security and to pay the same to" certain persons when they shall attain twenty-one, "and if one or more of them die before reaching that age their shares to be equally divided among the survivors," followed by a disposition of the residue:—*Held*, that the sum was severed for the benefit of the legatees, and that they were entitled to interest as from one year from S.'s death. *In re SNAITH. SNAITH v. SNAITH*

[*North J.* [1894] W. N. 115]

4. — *Debtor of Testatrix.*] Testatrix by her will left various legacies to L. and appointed him co-exor. with B, who alone proved. At the death of testatrix L. owed her various sums exceeding

WILL—LEGACY—continued.

the amount of the legacies. L. contended that such sums were gifts:—*Held*, (1) that the appointment of L. as exor. released the debt at law although he had not proved the will; (2) that on the evidence any claim in equity was rebutted by the presumption of the intention of the testatrix to forgive the debt; (3) that evidence of testatrix's intention to forgive the debt in her lifetime was admissible; (4) that even if that were not so, the exor. who had proved could not under the circumstances set off against the plff. the debts due from the plff. to the testatrix. *In re APPLEBEE. LEVESON v. BEALES* [1891] 3 Ch. 482

5. — *Demonstrative or specific legacy.* A legacy of "£800 invested in 2½ per cent. Consols" in a will where the context bore on the point:—*Held*, to be specific, not demonstrative. *In re PRATT. PRATT v. PRATT* North J. [1894] 1 Ch. 491

6. — *Description of legatee—Name—Evidence.* Gift to Edmund, the son of William. William had amongst other sons "George Edmund," and "Edward Allison":—*Held*, that evidence was admissible to shew that the testor. always called the former George, and the latter Edmund, and declaration made in the latter's favour. *In re BOWMAN. BOWMAN v. BOWMAN*

[*Mathew J.* [1891] W. N. 192

— *Devise of land charged with legacies.*

See EXECUTOR—Administration. 9.

7. — *Devise of real estate for life—Devise appointed "residuary legatee."* M. by his will gave realty to N. for life, then gave pecuniary legacies, and appointed N. his "residuary legatee":—*Held*, that, *prima facie*, "residuary legatee" did not extend to realty, and that there was no context to take the words out of the general rule. *In re MORRIS. MORRIS v. ATHERDEN*

[*Stirling J.* [1894] W. N. 85

8. — *Interest—Contingent gift.* A testor. left his estate on trust after the death of his wife to pay 5000l. to each of his sons A. and B. "who should . . . live to attain the age of twenty-one." The wife died in 1891; B. attained twenty-one in 1893:—*Held*, that the legacy was contingent, and that though the legacy must be set apart for the convenient distribution of the residue, the residuary legatees and not B. were entitled to the interest thereon from 1891 to 1893. *In re INMAN. INMAN v. ROLLS* — *Kekewich J.* [1893] 3 Ch. 518

— *Lapse.*

See WILL—LAPSE.

9. — *Legacy to infant child—Interest by way of maintenance—Other provision for maintenance.* A legacy by a parent to an infant child carries interest by way of maintenance from the death of the testor., notwithstanding that the will contains a provision for the maintenance of the child out of the income of the legacy, or out of the income of a share of residue given to him equally with the other children. Sect. 43 of the conveyancing Act, 1881, must be treated as incorporated with every will to which it is applicable. *In re MOODY. WOODROFFE v. MOODY*

[*Kekewich J.* [1895] 1 Ch. 101

10. — *Legacy payable at eighteen.* Where a will directed legacies to be payable to a class on

WILL—LEGACY—continued.

attaining the age of eighteen, and two of the class had attained that age and were infants out of the jurisdiction:—*Held*, that their shares should be paid to the trustees on their undertaking to pay over to the legatees. *In re DENCKER. PETER v. BANCHEERAN* — *North J.* [1895] W. N. 28

— *Legatee, suit by—Revivor.*

See PRACTICE—REVIVOR. 5.

11. — *Misdescription—Specific gift.* N. by his will gave legacies of "500l. debenture stock or shares of the S. Co.," of "350 ordinary shares in the S. Co.," of "250 fully paid up shares in the sd. co.," and of "50 shares in the sd. co." He then gave to trustees "5000l. debenture stock or shares of the S. Co., 350 ordinary shares in the same co., 1500l. debenture stock or shares in the B. Co., and 35 shares in the D. & H. Rlyw. upon trust to continue the same in their present state of investment. N. at his death had debentures and ordinary shares in the S. Co. and debentures in the B. Co. In neither co. were there any debenture stock or shares other than ordinary shares:—*Held* that by debenture stock or shares N. intended to describe something different from ordinary shares, as to the proper designation of which he was in doubt, and must be taken to have meant debentures, that the gift of 5000l. debenture stock or shares was clearly specific, and that, looking at this and other indications in the will, all the gifts were specific. *In re NOTTAGE. JONES v. PALMER* (No. 2)

[*C. A. reverses. Kekewich J.* [1895] 2 Ch. 657

12. — *Non-appropriation to answer legacy.* A will containing a power to postpone sale and conversion of estate, gave a sum on trust for A. for life, with trusts over for his children. No appropriation was made in respect of the sum, and A. was paid 4 per cent. interest thereon. The investments were unchanged, and had greatly increased in value. The trustee was a beneficiary of the residuary:—*Held*, the residuary owners were the owners of the estate subject to a charge for the legacy, and that A. and his children were not entitled to share in the increase. *In re CAMPBELL. CAMPBELL v. CAMPBELL* (No. 2)

[*Stirling J.* [1893] 3 Ch. 468

13. — *Priority of wife.* Where the personality is insufficient to pay all legacies in full a legacy to the testator's wife for her immediate requirements is not entitled to priority, and is liable to abatement, though directed to be paid within three months after the decease of the testor. *In re SCHWEDER'S ESTATE. OPPENHEIM v. SCHWEDER* (No. 1) *Chitty J.* [1891] 3 Ch. 44

14. — *Satisfaction—Double portions—Presumption rebutted.* A testor. by his will left his shares, in a business divided into twenty-four shares, to three sons equally as tenants in common. At the date of the will the testor. had twenty-one shares. One son, who was then manager of the business at a salary, was afterwards taken into partnership to the extent of two shares, and thenceforth managed the business without a salary:—*Held*, that, assuming both provisions were portions, the presumption against a father giving a double portion to one of his children was rebutted by the circumstances,

WILL—LEGACY—continued.

the father intending that this son should have a greater share in the business than his brothers, and that he was entitled equally with them to the remaining nineteen shares:—*Sembla*, the two shares were intended not as a portion, but as remuneration for management. *In re LACON*. *LACON v. LACON*

[C. A. revers. *Romer J.* [1891] 2 Ch. 482

15. — *Satisfaction of debt.*] A testator, who was indebted in a sum payable within three months of testator's death, bequeathed to the creditor a legacy of greater amount than the debt. No time was fixed for payment of the legacy:—*Held*, that the debt was not satisfied by the legacy. *In re HORLOOK*. *CALHAM v. SMITH*

[*Stirling J.* [1895] 1 Ch. 516

16. — *Specific or general legacy.*] A testator, having property in England and India only, after directing payment of debts, &c., gave his English property to one daughter and her children, and the Indian property in moieties to each of his two daughters and their children:—*Held*, that both gifts were specific, and the exors. were right in paying the debts, &c., rateably out of each legacy, and not charging the whole on the English property. *In re HAMILTON*. *WOODWARD v. SIMPSON*

[*Kekewich J.* [1892] W. N. 74

— *Specific contingent legacy.*

See WILL—INTERIM INCOME. 5.

17. — *Trust for benefit and advancement of legatee—Discretion.*] A testator, by his will directed sums to be invested for the benefit and advancement of his sons, such sums to be applied as the trustees might think fit, and further directed that such sums should be judiciously invested, as they were intended specially for the advancement in life of his sons:—*Held*, that on attaining twenty-one the sons were absolutely entitled to the legacies, freed from the exercise of any discretion on the part of the trustees. *In re JOHNSTON*. *MILLS v. JOHNSTON*

[*Stirling J.* [1894] 3 Ch. 204

WILL—MARRIED WOMAN.

1. — *Death of husband—Re-execution.*] Sect. 3 of the Married Women's Property Act, 1893, applies to every will of a married woman who dies after the date of the Act. *In re WYLIE*. *WYLIE v. MOFFAT*

[*Romer J.* [1895] 2 Ch. 116

2. — *Will before Act of 1882—Property acquired under the Act.*] A married woman, dying in the lifetime of her husband, can leave, by will made during coverture and before the Act of 1882, property acquired under that Act. *In re BOWEN*. *JAMES v. JAMES*

[*Chitty J.* [1892] 2 Ch. 291

WILL—MISTAKE.

— *Correction on grant of probate.*

See PROBATE—GRANT OF PROBATE. 20.

Erroneous recital.] A testatrix in her will reciting erroneously that she had settled half of a special fund on A., gave the remainder of the special fund to B.:—*Held*, that the erroneous recital did not act as a gift to A., but it shewed an intention that B. should have only half the fund, and that the balance went to the residuary legatees. *In re BAGOT*. *PATON v. ORMEROD*

[C. A. affirm. *Kekewich J.* [1893] 3 Ch. 348

WILL—MISTAKE—continued.

— *Foreign will—Mistranslation.*

See WILL—FOREIGN WILL, above.

WILL—MORTGAGE.

— *Decease of mortgagee—Vesting order.*

See PRACTICE—VESTING ORDER.

WILL—MORTMAIN.

See CHARITY—MORTMAIN.

WILL—PERPETUITY.

1. — *Charitable bequest—Conditional gift.*]

The rule against perpetuities has no application to a transfer in a certain event of property from one charity to another. *In re TYLER*. *TYLER v. TYLER*

[C. A. affirm. *Stirling J.*

[1891] 3 Ch. 288

2. — *Charitable bequest—Conditional gift.*] In 1847 a testator gave money in support of a school, but provided that, if the Government should at any time establish a general system of education, the money should go over to private individuals:

—*Held*, that the gift over was bad for remoteness, as being a gift over of a future interest to arise on an event which need not necessarily arise within perpetuity limits. *In re BOWEN*. *LLOYD-PHILLIPS v. DAVIS*

[*Stirling J.* [1893] 2 Ch. 491

3. — *Charitable bequest—Contingent gift to volunteer corps.*] The bequest of an annuity to a volunteer corps on the appointment of the next Lieut.-Col. is void as infringing the rule against perpetuities. *In re LORD STRATHEDEN and CAMPBELL*. *ALT v. LORD STRATHEDEN and CAMPBELL*

[*Romer J.* [1894] 3 Ch. 265

4. — *Charitable bequest—Encouragement of yachting.*] N. by his will gave a sum the interest of which was to be expended in providing a cup to be given for the encouragement of yachting:—*Held*, that the gift was not charitable and was void for remoteness. *In re NOTTAGE*. *JONES v. PALMER (No. 1)*

[*Kekewich J.*

[affirm. by C. A. [1896] 2 Ch. 649

5. — *Direction to carry on business till gravel pits were exhausted—Residue.*] A testator by his will directed trustees to carry on his business as gravel contractor till his freehold gravel pits were exhausted, and then to sell the freehold lands on which they were situate and plant, &c., and hold the proceeds in trust for children then living who should attain the age of twenty-one, &c. He also directed his trustees to hold the residue of his estate upon trust for sale and investment, and to divide the income equally among his children during their lives, and on the death of any child, whether before or after his own death, to hold the corpus of such child's share in trust for any children of such child:—*Held*, that the directions for the sale of the pits and the division of the proceeds of sale were void for remoteness, and that the proceeds of sale fell into the residue:—*Held*, also, that children of a daughter of testator, who died before the date of his will, were not included in the residuary gift. *In re WOOD*. *TULLETT v. COLVILLE*

[C. A. [1894] 3 Ch. 381 affirm. *Kekewich J.*

[1894] 2 Ch. 310

6. — *Gift to class—Proviso for re-settlement—Separate application.*] A testator gave his residuary estate in trust, after the death of M. and

WILL—PERPETUITY—continued.

her husband, for all the daughters of M; who should attain twenty-one or marry under that age; with a proviso that the share of any daughter should be held upon trust for her for life, and after her death upon similar trusts for her children as were thereinbefore declared for the children of M. M. had one daughter only, the *plff.*, who attained twenty-one, and she was born in the lifetime of the testor. :—*Held*, that the proviso for re-settlement of the shares must be construed as applicable to each share separately; and that although it would have been void for remoteness in the case of daughters born after the death of the testor., it was valid in the case of the *plff.*, and therefore she was only entitled to a life interest in the fund. *In re RUSSELL. DORRELL v. DORRELL* C. A. affirm. *Chitty J.* [1895] 2 Ch. 698

7. — *Gift in default of appointment.*] Limitations depending or expectant upon a prior limitation which is void for remoteness are themselves invalid; but limitations in default of appointment under a power which is void for remoteness are not necessarily invalid unless they are themselves obnoxious to the rule against perpetuities. Gift in trust for A. for life, remainder to her husband for life, remainder to children as parents or survivor should appoint, and in default of appointment to children in equal shares. At testatrix's death A. was unmarried. :—*Held*, that even assuming that the power conferred on A.'s husband, who might be a person not born at testatrix's death, was invalid, the trusts in default of appointment were valid, there being nothing in them obnoxious to the rule against perpetuities. *In re ABBOTT. PEACOCK v. FRIGOUT* *Stirling J.* [1895] 1 Ch. 54

8. — *Gift in default of issue.*] L. bequeathed personality to P. for life with remainder to his first and other sons in tail male, and in default of such issue to the sons of three ladies, E., M., and F., successively in tail male :—*Held*, that as the personality could not vest, if at all, in any person who would not come into existence within a life in being at the time of the death of L., the gift was not void as infringing the rule against perpetuities. Application of this principle to successive limitations, in the forms properly applicable to real estate, of property erroneously supposed by the testor. to be unconverted, but in fact converted into personality. *In re LOWMAN. DEVENISH v. PRESTER*

[O. A. revers. *Kekewich J.* [1895] 2 Ch. 348

9. — *Life estate—Limitation over—Power of sale.*] Where in a deed or will real and personal estate is limited to one for life, and upon his death on trust to divide it among certain persons, with power or authority to the trustees to sell at such times as they shall think fit all or any of the estate for the purposes of the division :—*Held*, that the power of sale was not void as infringing the law against perpetuities, but might be exercised within a reasonable time after the death of the tenant for life, and after the property has absolutely vested in possession, if on the construction of the instrument such appeared to be the settlor's or testor's intention. *In re LORD SUDLEY AND BAINES & CO.* - *Chitty J.* [1894] 1 Ch. 334

WILL—PERPETUITY—continued.

10. — *Remoteness—Invalid trust for sale—Trust of proceeds—Conversion.*] A trust for sale cannot in equity convey real into personal estate unless it is valid and effective.

For the purposes of the rule against perpetuities there is no difference between a trust for sale and a power of sale where the sale is intended to be completed by a conveyance to the purchaser of the legal estate vested in the trustees.

A trust for sale contained in a will was void as infringing the rule against perpetuities, but the trusts of the property and the rents and profits until sale were good, and the interests of the beneficiaries did not fail :—*Held*, that the real and not the personal representatives of a deceased beneficiary were entitled to the proceeds of a sale of the real estate made under the order of the Court. *GOODIER v. EDMUNDS* *Stirling J.* [1893] 3 Ch. 455

11. — *Remoteness—Invalid trust for sale.*] By a trust for sale void as infringing the rule against perpetuities a testor. devised a freehold house to trustees, subject to a lease for a term whereof forty-nine years were unexpired, upon trust to pay the rent during the term to certain named persons, and directed that upon the expiration of the lease the freehold should be sold, and the proceeds of sale distributed among certain other named persons :—

Held, that notwithstanding the invalidity of the trust for sale, the legatees of the proceeds of sale were entitled to the benefits intended for them by the testor., inasmuch as being ascertained within the limits of the rule they had the right in equity to elect to take the property as real estate. *In re DAVENON. BOWEN v. CHURCHILL* [Chitty J. [1893] 3 Ch. 421

And see No. 5, above.

12. — *Remoteness—Gift to class on "attaining twenty-five years."*] A gift to children of M. in being, and to other grandchildren to be hereafter born, "as and when they shall respectively attain the age of twenty-five years," with powers of maintenance and advancement, &c., *held* to be a contingent gift to a class to be ascertained when the first of the children of M. attained twenty-five, and to be void for remoteness. *In re MERVIN. MERVIN v. CROSSMAN* - *Stirling J.* [1891] 3 Ch. 197

13. — *Remoteness—Gift over—Divisibility.*] A testor. by his will gave property to a daughter, her children and grandchildren, in terms which made the gift void for remoteness. There was a gift over in case, as happened, the daughter died without issue :—*Held*, that the gift over could not be split up so as to make several gifts over on the several possible contingencies, and was also void for remoteness. *In re BENCE. SMITH v. BENCE* [C. A. affirm. *Kekewich J.* [1891] 3 Ch. 243

14. — *Remoteness.*] A gift to the children of testor.'s son G. who should attain twenty-four is void for remoteness, but a maintenance clause in favour of such children is separable and valid. Only such children as are under twenty-one take the benefit of the clause in such a case. *In re WATSON. COX v. WATSON* - *Chitty J.* [1892] W. N. 192

WILL—PERPETUITY—continued.

15. — *Remoteness.*] A residuary gift to all the children of W. (a living person) as they should severally attain twenty-four, held void for remoteness. *WILLERTON v. STOCKS*

[*Kekewich J.* [1892] W. N. 29]

WILL—POWER OF APPOINTMENT.

See POWER OF APPOINTMENT—Exercise.

2—4, 6—13.

WILL—PROBATE.

See PROBATE—GRANT OF PROBATE.

WILL—RESIDUE.

1. — *Gift "after decease" of wife—Life estate—Implication—Intestacy.*] Under a bequest after the death of A. to the testator's next of kin, A. takes a life estate by implication, but not if the bequest is to persons who happen to be some of such next of kin.

S. by his will gave his residuary personal estate to trustees to invest and to pay out of the income thereof an annuity to his two daughters on their attaining twenty-one or marrying "for and during the remainder of the life of" his wife if she should be then living; and "from and after the decease of" his wife to divide the corpus between his son and his two daughters:—*Held*, that the wife did not take a life interest by implication in the residue, but that there was an intestacy as to the income of the residuary estate during the life of the widow. *In re* SPRINGFIELD. *CHAMBERLIN v. SPRINGFIELD* — *Kekewich J.* [1894] 3 Ch. 603

2. — *Gift of residue—Reduplication of charges.*] Trusts of residue created by reference to other trusts are not to be read as creating a duplication of charges on the estate in the absence of clear indication that the testator so intended.—Where a testator gave to his widow the interest of 20,000*l.* during widowhood, and on re-marriage the interest 10,000*l.* for life, "and as to all his residuary estate" gave it upon the same trusts as those of the 20,000*l.*, and the widow re-married:—*Held*, that she did not take either the income for life of a moiety of the residuary estate or of an additional 10,000*l.* *TREW v. PERPETUAL TRUSTEE CO.* [J. C. [1895] A. C. 264]

3. — *Gift of residue—Revocation.*] A testator by his will gave his residuary estate to trustees in trust as to two-fifths for A., B., and C., as tenants in common absolutely. By a codicil he directed B.'s share to be restricted to a life interest, and after her death to fall into his residuary estate:—*Held*, that there was no intestacy as to the reversion in B.'s share, since there was a clear intention expressed in the will that it should go to A. and C. *In re* PALMER. *PALMER v. ANSWORTH* — *C. A. revers. Stirling J.* [1893] 3 Ch. 369

4. — *Gift of residue to annuitant—Restraint on anticipation.*] Question whether a restraint on anticipation, which applied to an annuity, also applied to a share in the testator's residue, which was given to the annuitant:—*Held*, that as the testator intended to give the share of the residue by way of increasing the annuity, the same restraint attached to the share as already attached to the annuity. *In re* LAWRENSEN. *PAYNE-COLLIER v. VYSE* C. A. [1891] W. N. 28

WILL—REVOCATION.

1. — *Codicil—Annuity—Revocation by codicil of gift in will—Decision as to future interests*] B. by his will gave to his granddaughter A. an annuity of 300*l.*, to be a charge on certain land, and after her death he directed that "the said sum of 300*l.*" should be raised and paid unto and amongst her children as she should by deed or will appoint, and in default of appointment amongst her children equally during their respective lives. He devised to his granddaughter C. a like annuity of 300*l.*, to be a charge on the same property, "and to be paid to her and her children in the same manner in all respects as the annuity hereinbefore given to my granddaughter A." By a codicil reciting that B. had by his will given an annuity of 300*l.* to each of the two granddaughters he revoked the gifts "of the said annuities," and in lieu thereof gave to each of his said granddaughters A. and B. an annuity of 150*l.*, to be payable and charged in the same manner and on the same land as the annuities of 300*l.* under the will. The children of A. and B. were not referred to in the codicil:—*Held*, that the effect of the codicil was to substitute annuities of 150*l.* to A. and B. and their respective children for the annuities of 300*l.* given by the will. *In re* FREME'S CONTRACT

[*Kekewich J.* [1895] 2 Ch. 256; *affirm. by C. A.* [Rigby L.J. dissent.] [1895] 2 Ch. 778]

2. — *Codicils—Revival.*] By a codicil dated 1882 expressed to be a codicil to his will of 1880 a testator confirmed his said will. The will consisted not merely of the document of 1880, but also of an intermediate codicil revoking a particular bequest therein:—*Held*, that under the circumstances of the case the will of 1880 was after confirmation no longer affected by the partial revocation made by the intermediate codicil. *MCLEOD v. McNAB*

[J. C. [1891] A. C. 471]

3. — *Implied revocation—Substituted or cumulative legacies.*] A testator by a first codicil made provision for his wife, gave directions as to his burial, &c., and gave legacies. On the death of his wife he made a second codicil on a draft of the first, which, except that it increased a legacy and made provisions consequent on the wife's death, was a repetition of the first codicil, and which only referred to the will and not to the first codicil:—*Held*, that the second codicil was intended to be substituted for the first, and could alone be admitted to probate with the will. *CHICHESTER v. QUATREFAGES* — *Jenne Pres.* [1895] P. 186

4. — *Misapprehension.*] The testatrix made a second will, dealing with a small part of her property, on a printed form. The form contained a clause revoking all former wills. To this the testatrix objected, and wished the clause struck out; but, being informed that the clause was inoperative and cancellation dangerous, she signed the form with the clause standing:—*Held*, that she must be taken to have known and approved the words of revocation, and that they must be included in the probate of the last will. *COLLINS v. ELSTONE* — *Jenne Pres.* [1893] F. 1

5. — *Paper pasted over writing—Removal.*] A testatrix left a will and two codicils duly exe-

WILL—REVOCATION—continued.

cuted. She cancelled the first codicil, and afterwards wrote something at the back of the codicil, and afterwards pasted paper over the writing. Paper ordered to be removed to see if the writing amounted to a revocation of the codicil. *IN THE GOODS OF GILBERT* *Jenne Pres.* [1893] P. 183

6. — *Partial revocation of will—Cancellation of second will—Revival.* A testor, by his will gave all his property to S., and appointed S. sole executrix. Subsequently he made a second will leaving his real estate to E., and appointed E. sole executrix, but did not expressly revoke the first will. He subsequently cancelled the second will:—*Held*, that the second will partly revoked the first will, and that the revoked part of the first will was not revived by the cancellation of the second will. Therefore, that probate must be granted of so much of the first will as was not revoked, and that as to property dealt with in the second will there was an intestacy. *IN THE GOODS OF HODGKINSON* — C. A. *revers.* [G. Barnes J., 1893] P. 339

WILL—SCOTTISH LAW.

See SCOTTISH LAW—WILL.

WILL—SEPARATE USE.

Separate use—Implication. Where in a will there are no words expressly giving income to a married woman for her separate use, a subsequent restriction or anticipation (irrespective of coverture) on alienation will not create a gift to her separate use by implication. *STODDON v. LEE* [C. A. 1891] 1 Q. B. 661

WILL—SPECIFIC DEVISE.

1. — “*All and every the children.*” A devise of realty to “all and every the children of A., their heirs and assigns for ever,” held to create a joint tenancy. *BINNING v. BINNING*

[Chitty J. 1895] W. N. 116 (16)

2. — *Devise of constructive easement.* The owner in fee in possession of a house and an adjoining field, over which the light required for the windows of the house passed, devised the house to one and the field to another:—*Held*, (1) that the devise of the field was specific though residuary in form; (2) that the right to light over the field passed to the devisee of the house, and that the devisee of the field had no right to obstruct the light. *PHILLIPS v. LOW* Chitty J.

[1892] 1 Ch. 47

[Note.—*And see TAWS v. KNOWLES, C. A.* [1891] 2 Q. B. 564.]

3. — *Devise of house and lands.* In April, 1873, A. devised certain lands “now in my own occupation”; in September he purchased certain adjoining lands; in October he, by a codicil, confirmed his will:—*Held*, that the lands purchased in September passed under the devise. *IN RE CHAMPION. DUDLEY v. CHAMPION*

[C. A. affirm. North J. 1893] 1 Ch. 101

4. — *Devise of lands in S.—Money arising from sale of lands in S.* Money arising from sale of lands in the county of S. was held on trust to invest in land to be settled upon the limitations of a settlement, under which C. was tenant for life with remainders to his sons in tail male,

WILL—SPECIFIC DEVISE—continued.

remainder to himself in fee. C. died without issue, and by his will gave his lands in the county of S. to A., and all his real and personal estate not otherwise disposed of to B.:—*Held*, by Kekewich J., that the money went to A. *Held*, by C. A., that the money, being impressed with a trust to invest in land, would pass under a devise of land, but (revers. Kekewich J.), that it would not pass under a devise of lands in S., and therefore that it went to B. *IN RE DUKE OF CLEVELAND'S SETTLED ESTATES* — C. A. *revers.* [Kekewich J. 1893] 3 Ch. 244

5. — *Devise and bequest of rents and profits derived from business.* A devise by a grocer, carrying on business in a house which he owned in fee, of the whole of the rents and profits derived from the business, held to pass the house in fee. *IN RE MARTIN. MARTIN v. MARTIN*

[North J. 1892] W. N. 120

6. — *Inconsistent codicil.* A testator devised real estate at W. in settlement. By a codicil he directed the estate at W. to be sold:—*Held*, that the devisees were not deprived of the beneficial interest given them by the will. *IN RE CHIFFERIEL. CHIFFERIEL v. WATSON* — North J.

[1895] W. N. 103

7. — *Successive absolute limitations of personal estate—Repugnancy—Lapse.* Where in a will there are successive limitations of personal estate in favour of several persons absolutely, the first of these who survive the testor, takes absolutely, although he would have taken nothing if any prior legatee had survived and taken. The effect of the failure of an earlier gift is to accelerate, not to destroy, the later gift. The doctrine of repugnancy has no application to gifts which fail. *IN RE LOWMAN. DEVENISH v. PESTER* — C. A. *revers. Kekewich J.*

[1895] 2 Ch. 348

8. — *Uncertainty.* If it can be gathered from the words used in a will that the testor meant to give a particular property to a legatee, but it is impossible to say either from the will itself or from extrinsic evidence which of several properties answering to the description the testor meant to pass by the specific devise, the gift fails for uncertainty, and the Court cannot, to avoid intestacy, give the legatee an option to elect which property he will take. A. was seised of four houses in S. Place which had not yet been numbered. By his will he devised to his son B. and his heirs “all that newly-built house being No. — S. Place,” and similar devises to each of his sons C., D., and E.:—*Held*, that the devises were void for uncertainty, and that all four houses went to the heir-at-law. *ASTEN v. ASTEN*

[Bomer J. 1894] 3 Ch. 260

9. — *Will made prior to Wills Act—Words of gift.* By the law of wills prior to the Wills Act, 1837, words of gift conveyed only a life estate unless the devise contained words of limitation, and the use of the words “estate” or “property” would not enlarge the gift if used only by way of reference, and not in the operative part of the devise. *HILL v. BROWN*

[J. C. 1894] A. C. 125

WILL—SUPERSTITIOUS USES.

Gift for masses for soul of testator.] A domiciled Englishman gave a legacy to a Jesuit college in Victoria, to be spent in masses for the souls of himself and his wife. The gift was good according to the law of Victoria:—*Held*, that the English law applied, and the gift was void. *In re ELLIOTT. ELLIOTT v. ELLIOTT*

[North J. [1891] W. N. 9]

WILL—TENANT FOR LIFE.

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life.

See TENANT FOR LIFE—Apportionments, &c.

WILL—UNCERTAINTY.

See WILL—PERPETUITY.

WILL—SPECIFIC DEVISE. 8.

Charitable gift.] A gift "to the following religious societies" the names being left blank in the will, shews such a general charitable intention as the Court can execute. *In re WHITE. WHITE v. WHITE*

[G. A. revers. Kekewich J. [1893] 3 Ch. 41]

WILL—VALIDITY.

See PROBATE—GRANT OF PROBATE.

WILL—WORDS.

— "*Attaining twenty-five years.*"

See WILL—PERPETUITY. 12.

1. — "*Cease to Carry on the Business.*" A testor. gave his leasehold factory and business to his sons, but provided that if his sons should "cease to carry on the business" then the factory should sink into the residue. The sons turned the business into a limited company, of which they were managing directors and principal shareholders:—*Held*, that they had ceased to carry on the business within the meaning of the proviso in the will, and the factory fell into residue. *In re SAX. BARNED v. SAX*

[North J. [1893] W. N. 104]

2. — "*After decease of wife—Intestacy.*" S. by his will gave his residuary personal estate to trustees to invest and to pay out of the income thereof an annuity to his two daughters on their attaining twenty-one or marrying "for and during the remainder of the life of" his wife if she should be then living; and "from and after the decease of" his wife to divide the corpus between his son and his two daughters:—*Held*, that the wife did not take a life interest by implication in the residue, but that there was an intestacy as to the income of the residuary estate during the life of the widow. *In re SPRINGFIELD. CHAMBERLIN v. SPRINGFIELD*

[Kekewich J. [1894] 3 Ch. 603]

— "*Children then living.*"

See WILL—CHILDREN. 1.

— *General principles of construction of words in wills.*

See WILL—CONSTRUCTION.

3. — *Gift of Desk, "with the contents thereof"—Choses in action.*] *Held*, that a gift of a desk "with the contents thereof," included various choses in action, such as cheques, deposit notes, and promissory notes payable to order and on demand (including those which were negotiable only after indorsement by the exors.), which

WILL—WORDS—continued.

were found in the desk, as well as bank notes and coin. In the desk was also the key of a tin box containing securities:—*Held*, that this key gave no title to the contents of the box. *In re ROBSON. ROBSON v. HAMILTON. Chitty J. [1891] 2 Ch. 559*

4. — "*Die without leaving male issue*"—*Estate tail or fee simple.*] Sect. 29 of the Wills Act applies to the case of a gift over on death without "male" issue.

Under a devise of realty to A., with a gift over if A. should die without leaving "male" issue:—*Held*, that A. took an estate in fee simple, subject to an executory devise over. *In re EDWARDS. EDWARDS v. EDWARDS*

[Kekewich J. [1894] 3 Ch. 644]

5. — "*Effects.*" Question, whether the real estate of the testor, passed under a gift of "effects" in a will not drawn by a lawyer:—*Held*, that there being a reference to locality, and in a second gift a use of the word "property," that realty was included. *Per Fry L.J.*, (1) "effects" *per se* will not include real estate; (2) the word "devise" is not enough to give to "effects" a more extended meaning; and (3) the words "of what nature, kind or quality whatsoever" are by themselves not enough. *HALL v. HALL* (No. 2) C. A. [1892] 1 Ch. 361; *affirm.*

[Fry L.J. [1891] 3 Ch. 389]

6. — "*Estates and hereditaments subject to the limitations of a settlement.*" Moneys to be laid out in the purchase of other lands *held*, on the construction of a will, to fall within the words "estates and hereditaments subject to the limitations" of a settlement. *BASSET v. ST. LEVAN*

[Stirling J. [1894] W. N. 204]

7. — *Illegitimate relatives—"My nephew G. A."*] A testor. appointed as one of his exors. "my nephew G. A." He had legitimate and illegitimate nephews of that name. In his will he applied the terms nephew and niece to legitimate and illegitimate relatives indiscriminately:—*Held*, that extrinsic evidence was admissible to identify the particular nephew intended. *IN THE GOODS OF ASHTON. - JEUNE J. [1892] P. 83*

8. — *Illegitimate relatives—"My niece"—Wife's illegitimate grand-niece.*] A testor. gave his residuary estate to his "niece B. C.," neither he nor his wife having any niece named B. C., but his wife had two grand-nieces, one legitimate and the other illegitimate, both named B. C.:—*Held*, that the legitimate grand-niece took, she answering the description sufficiently to exclude evidence in competition with her by the illegitimate grand-niece, and that as there was no latent ambiguity no extrinsic evidence could be admitted. *In re FISH. INGHAM v. RAYNOR*

[C. A. [1894] 2 Ch. 83]

And see WILL—CHILDREN. 2, 3.

9. — *Illegitimate relatives—"My wife's relations."*] The testor. by his will gave all his property to his wife for life, and gave one moiety of the reversion "to my wife's relations as she may direct." The wife was illegitimate, but her parents, who married after her birth, had always treated her as their child, and made no difference between her and their children born after the marriage:—*Held*, (1) that the word "relations"

WILL—WORDS—continued.

must be read as meaning those persons who would have been her relations had she been legitimate, and that an appointment made by the wife among persons she described as children of her brothers and sisters was valid: not so one in favour of "the natural son of my sister"; (2) that the power was a power of distribution, not of selection, and therefore, under the rule established by the cases before Lord Selborne's Act (37 & 38 Vict. c. 37), only exercisable in favour of those persons who, if she had been legitimate, would have been her next of kin living at the time of her death, and that the above rule of construction has not been altered by Lord Selborne's Act.

In re DEAKIN. STARKEY v. EYRES

[Stirling J. [1894] 3 Ch. 565

And see WILL—CHILDREN. 9.

10. — *Illegitimate relatives* — "*Relatives named.*" A residuary gift to relatives named held to include relatives by affinity as well as consanguinity, and illegitimate as well as legitimate relatives; and also persons described as children of legatees named in the will, although not themselves specifically named. *SEALE-HAYNE v. JODRELL* — H. L. (E.) [1891] A. C. 304 affirm. [C. A. 44 Ch. D. 590

— "*Issue living.*"

See WILL—CHILDREN. 5.

— "*Liable to be deprived.*"

See WILL—FORFEITURE. 6.

11. — "*for his life and the life of his heir.*" A testor. devised land to A. "for his life and the life of his heir":—*Held*, that the devise was legally valid, and gave the devisee an estate during his own life and the life of the person who should be ascertained to be his heir at the time of his death. *In re AMOS.* CARRIER v. PRICE

[North J. [1891] 3 Ch. 159

— "*Nephews and nieces.*"

See WILL—CLASE. 3, 4.

— "*New 3 % Bank annuities.*"

See NATIONAL DEBT—Conversion.

12. — "*Now in my own occupation*"—*Specific devise of house and lands.* In April, 1873, A. devised certain lands "now in my own occupation"; in September he purchased certain adjoining lands; in October he, by a codicil, confirmed his will:—*Held*, that the lands purchased in Sept., being in the testor's occupation at the date of the codicil, passed under the devise. *In re CHAMPTON.* DUDLEY v. CHAMPTON

[C. A. affirm. North J. [1893] 1 Ch. 101

13. — "*as now Occupied by me*"—*Falsa demonstratio.* S. devised to his wife during widowhood "B. house and premises thereto, as now occupied by me." Before the date of the devise S. had let to two of his sons an office in the yard of B. house and the coach-house and stables except a room over the coach-house, the only access to which was from the house. The sons were in occupation at his death:—*Held*, that the devise included the room over the coach-house, but not the office, stables and coach-house, for the property in the testor's occupation answered the whole of the description, and therefore the Court could not enter into the question of inconvenience,

WILL—WORDS—continued.

and reject as *falsa demonstratio* the reference to occupation. *In re SEAL.* SEAL v. TAYLOR

[C. A. affirm. Chitty J. [1894] 1 Ch. 316

14. — "*Outgoings properly chargeable*" — *Rents.* A testor. bequeathed to F. all arrears of rent due to his estate at his death, and all proportions to become due to his estate after his death of rents and profits accruing due at but payable after his death, but so nevertheless that all outgoings of the said hereditaments properly chargeable against such arrears and proportions, and not discharged in his lifetime, should be paid out of such arrears and proportions:—*Held*, by Kekewich J., that "the outgoings properly chargeable" included only those recoverable by process of law (such as rates, tithes, &c.) in respect of the lands out of which the rents came, and did not include agents' salary, costs of repairs or improvements, or workmen's wages:—*Held*, by C. A., that they included all expenses due and unpaid at C.'s death which in his ordinary course of management would have come into charge against the arrears and proportions. *In re DUKE OF CLEVELAND'S SETTLED ESTATE.* VISCONTENT WOLMER v. FORRESTER — — — C. A. [1894] 1 Ch. 164

15. — "*Real estate*" in the county of S.—*Long leaseholds intermixed with freehold.* A., who had a power of appointment by will of the real and personal estate of her late husband, by her will appointed the real estate in the county of S. to one and all the other real and personal estate to another:—*Held*, that long leaseholds intermixed with a large freehold estate in the county of S. passed under the appointment of real estate in the county of S. *In re UTERMARE.* LEESON v. FOULIS — Kekewich J. [1893] W. N. 158

— "*Refuse or neglect.*"

See WILL—CONDITION. 4.

— "*Return to England.*"

See WILL—CONDITION. 5.

— "*Share and share alike.*"

See WILL—CHILDREN. 8.

16. — "*Shares*" — *Debenture stock.* A bequest of all a testor's "shares" in a public co. will not pass debenture stock where testor. had both shares and debenture stock in the co. *In re BODMAN.* BODMAN v. BODMAN

[Chitty J. [1891] 3 Ch. 135

— "*Unmarried daughters.*"

See WILL—CLASE. 1.

WINDING-UP.

— of Building Society.

See BUILDING SOCIETY—Winding-up.

— of Company.

See COMPANY—WINDING-UP.

— of Industrial and Provident Society.

See INDUSTRIAL AND PROVIDENT SOCIETY. 3, 4.

WINTER ASSESSES

See SUPREME COURT—RULES AND ORDERS.

WISBEACH.

See SHIP—PILOTAGE—Bye-laws.

WITHDRAWAL.

See BUILDING SOCIETY—Withdrawal

COMPANY — WINDING-UP — CONTRIBUTORY. 19.

WITHDRAWAL—continued.

— of Offer.

See CONTRACT—FORMATION. 2.**WITNESS.***See* PRACTICE—EVIDENCE; PRACTICE—WITNESS.

— Attempt to intimidate.

See CONTEMPT OF COURT. 6.

— Examination of.

See ARBITRATION—ARBITRATORS. 3.

— Foreign tribunal.

See DIVORCE—JURISDICTION. 4.

— Scientific, fees of.

See PATENT—PRACTICE. 9, 10.
PRACTICE—COSTS—Higher and Lower Scale. 3, 4; TAXATION. 7.

— to Will.

See PROBATE—EXECUTION OF WILL. 1, 7.

— Writing to.

See CONTEMPT OF COURT. 6.**WOMAN.***[By the Local Government Act, 1894 (56 & 57 Vict. c. 73), married and single women are qualified as voters and for election to Vestries and District Boards in London, and for Urban and Rural District Councils and for Parish Councils.]*

— Property of married woman.

See MARRIED WOMAN—PROPERTY.

— Qualification for election to county council.

See COUNTY COUNCIL—ELECTION.

— Qualification as parochial elector.

See PARLIAMENTARY AND LOCAL GOVERNMENT, &c., REGISTRATION—CLAIM. 19.**WORDS AND PHRASES JUDICIALLY INTERPRETED.**

— “Absenting himself.”

See BANKRUPTCY—ACT OF BANKRUPTCY—Debtor Absenting Himself.

— “Acceptance”—“Memorandum.”

See FRAUDS, STATUTE OF. 16; GOODS.

— “any one Accident.”

See INSURANCE—ACCIDENT. 2.

— “in Accordance with the submission.”

See ARBITRATION—Staying Proceedings 3.

— “Accrued due.”

See LANDLORD AND TENANT—DISTRESS. 2.

— “Acquitted upon the indictment.”

See CRIMINAL LAW—PROCEDURE. 3.

— “Act of Parliament.”

See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 29—TRUSTEE—INVESTMENTS. 3.

— “Act which recognises a pre-existing contract of sale.”

See GOODS. 1.

— “Act or practise as an apothecary.”

See MEDICAL PROFESSION. 1.

— “Act, neglect, or default of pilot, master, or mariners.”

See SHIP—BILL OF LADING—Excepted Perils. 1.

— “Action properly brought.”

See PRACTICE—SERVICE—Out of the Jurisdiction. 22.**WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.**

— “Action” for tort—Counter-claim—Remittal—County Courts Act, 1888, s. 66.

See PRACTICE—PLEADING—Counter-claim. 2, 3.

— “Actor.”

See PRACTICE—SECURITY FOR COSTS. 8.

— “Address.”

See BILL OF SALE—STATUTORY FORM—Address, &c.

— “Adjoining owner.”

See LONDON COUNTY—BUILDINGS. 1.

— “Adjoining or contiguous.”

See LIGHT. 8.

— “After decease of wife.”

See WILL—RESIDUE. 1.

— “Agreement for sale, pledge, or other disposition.”

See FACTOR. 2.

— “Agreement in writing.”

See SOLICITOR—BILL OF COSTS—General 3; Remuneration Act. 1.

— “person Aggrieved.”

See BANKRUPTCY—PRACTICE. 5.
TRADE-MARK—REGISTRATION. 32, 33.

— “Alteration, modification, or extension” of writ—O. xx., r. 4.

See PRACTICE—WRIT—Indorsement. 1.

— “Annual rental”—Settled Land Act, 1890, s. 13, sub-s. iv.

See SETTLED LAND—SETTLED LAND ACTS—APPLICATION OF CAPITAL MONEY. 3.

— “Apparent.”

See PROBATE—GRANT OF PROBATE—Practice. 7.

— “Appeal.”

See PRACTICE—APPEAL—Appeals to Court of Appeal. 7.

— “Applied as productive capital.”

See INCOME TAX. 11.

— “Appropriate and use.”

See LAND—Acquisition under Lands Clauses Act. 15.

— “Appurtenances”—Notice to sell land and its appurtenances.

See VENDOR AND PURCHASER—Conveyance. 2.

— “Area of user.”

See STREETS AND BUILDINGS—Lighting. 1.

— “Assets” of company.

See COMPANY—DEBENTURE. 39.

— “surplus Assets.”

See COMPANY—WINDING-UP—ASSETS.

— “Assignment” of property—Bankruptcy Act, 1883, s. 4, sub-s. 1.

See BANKRUPTCY—ACT OF BANKRUPTCY—Assignment of whole Property.

— “Assigns.”

See VENDOR AND PURCHASER—Title. 15.

— “Assurance”—Yorkshire Registry Acts.

See YORKSHIRE.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "tenancy commencing At a particular day."
See LANDLORD AND TENANT—LEASE. 22.
- "Author."
See COPYRIGHT—PICTURES. 1.
- "Available balance in hand."
See BUILDING SOCIETY—Withdrawal. 1.
- "free from Average under 3 per cent. unless general, or the ship be . . . burnt."
See INSURANCE, MARINE. 14.
- "Baccarat."
See GAMING—Unlawful Games.
- "Bank charges."
See PRACTICE—WRIT—Writ Specially Indorsed. 13.
- "Bare trustee."
See TRUSTEE—APPOINTMENT. 10.
- "Began to enjoy benefit."
See DEATH DUTIES—Legacy Duty. 4.
- "Beneficial owner."
See VENDOR AND PURCHASER—Conveyance. 1, 2.
- "Best rent."
See SETTLED LAND—SETTLED LAND ACT—Tenant for Life. 12.
- "Bonâ fide traveller."
See INTOXICATING LIQUORS—Offences. 1, 2.
- "Bond, covenant, or instrument."
See STAMPS. 7.
- "Bonus."
See BONUS.
- "Brothel."
See CRIMINAL LAW—OFFENCES AGAINST MORALITY.
- "Building."
See HOARDING.
- "Building structure or erection."
See LONDON COUNTY—BUILDINGS. 20.
- "Burnt."
See INSURANCE, MARINE. 13.
- "Calculated to deceive."
See TRADE-MARK—REGISTRATION. 16.
- "within one Calendar month."
See SUMMARY PROCEEDINGS—Jurisdiction, &c. 1.
- "used for the purposes of a Canal."
See LONDON COUNTY—BUILDINGS. 10.
- "Cancelling of charter."
See INSURANCE, MARINE. 4.
- "applied as productive Capital."
See INCOME TAX. 11.
- "Cargo."
See SHIP—BILL OF LADING—Deviation. 1.
- "Carnal knowledge"
See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 3, 4, 5.
- "cease to Carry on business" — Business turned into a company.
See WILL—WORDS. 1.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "Carrying on business within the jurisdiction."
See PRACTICE—SERVICE—On Firms. 2;
PRACTICE—WRIT—Partnership Firm.
- "Charitable purposes."
See CHARITY—GIFT TO CHARITY. 1—6.
- "Charity school."
See HOUSE TAX. 2.
- "map, Chart, or plan."
See COPYRIGHT—Book. 4.
- "Chemin de fer."
See GAMING—Unlawful Games.
- "Children."
See WILL—CHILDREN. 2, 3.
- "Children then living."
See WILL—CHILDREN. 1.
- "Class"—Representation in action.
See PRACTICE—PARTIES—Representation. 1, 2.
- "Clear day."
See PRACTICE—Costs—Counsel's Fees. 1.
- "Clerk or servant."
See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 2.
- "Client."
See SOLICITOR—ARTICLED CLERK.
- "Close of pleadings."
See PRACTICE—TRIAL—Notice of Trial.
- "Coal."
See LONDON COUNTY—STREETS. 14.
- "ship not under Command."
See SHIP—COLLISION. 13.
- "Commencement of annual general licensing meeting."
See INTOXICATING LIQUORS—Licence. 13.
- "Common to the trade."
See TRADE-MARK—REGISTRATION. 32.
- "Company incorporated by Act of Parliament."
See TRUSTEE—INVESTMENTS. 3.
- "Company duly constituted by law."
See COMPANY—REGISTRATION. 5.
- "Comparative cost and convenience."
See PRACTICE—SERVICE—Out of the Jurisdiction. 26.
- "Compensation."
See LANDLORD AND TENANT—LEASE. 2, 3.
- "Completed mortgage."
See SOLICITOR—BILL OF COSTS—Remuneration Order. 6.
- "Compromise."
See COMPANY—DEBENTURE. 25, 26.
- "After Considering the whole circumstances of the case."
See ECCLESIASTICAL LAW—Ritual. 3.
- "Contents of desk."
See WILL—WORDS. 3.
- "by Contract or otherwise."
See DEATH DUTIES—Probate Duty. 3.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “Contrary intention.”
See WILL—EXONERATION. 2.
- “Conveyance.”
See YORKSHIRE.
- “Conveyance or assignment” of property—
Bankruptcy Act, 1883, s. 4, sub-s. 1.
See BANKRUPTCY—ACT OF BANKRUPTCY
—Assignment of whole Property. 1.
- “Conveyance or transfer on sale.”
See STAMPS. 3, 4.
- “Court in which action might have been
commenced.”
See COUNTY COURT—TRANSFER. 1.
- “Court.”
See COMPANY—REDUCTION OF CAPITAL.
4.
- “Court of summary jurisdiction.”
See INTOXICATING LIQUORS—Licence. 9.
- “Criminal cause or matter.”
See DEFAMATION—LIBEL. 3.
PRACTICE—APPEAL—Appeals to
Court of Appeal. 10—12.
- “within the same Curtilage.”
See LONDON COUNTY—DRAINAGE. 2.
- “cargo to be discharged with all despatch as
Customary.”
See SHIP—BILL OF LADING—Demurrage.
7.
- “Damage done by any ship.”
See SHIP—ADMIRALTY PRACTICE—
Jurisdiction. 1.
- “all Dangerous parts of the machinery.”
See FACTORY AND WORKSHOP.
- “Debt, claim or demand.”
See POOR—Guardians. 1.
- “Debt or liability.”
See PRACTICE—GARNISHEE. 3, 4.
- “Default in payment of a sum of money.”
See IMPRISONMENT—For Debt. 1.
- “Defect in the condition of the works.”
See MASTER AND SERVANT—Liability for
Injuries. 7.
- “place of Delivery.”
See ADULTERATION—Sale of Milk. 2.
- “Delivery under any agreement for sale.”
See FACTOR. 2.
- “Demiise.”
See LANDLORD AND TENANT—LEASE.
43.
- “Determination of tenancy.”
See SCOTTISH LAW—Landlord and
Tenant. 1.
- “Die without having been married.”
See SETTLEMENT—Construction. 16.
- “Die without leaving male issue.”
See WILL—WORDS. 4.
- “Disbursements.”
See SHIP—MARITIME LIEN. 1, 2.
INSURANCE—MARINE. 19.
- “arising on Distinct occasions.”
See SHIP—OWNER—Limitation of Li-
ability. 6.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “District within which cause of action wholly
or in part arose.”
See COUNTY COURT—Jurisdiction. 4.
- “Disused burial-ground.”
See BURIAL. 2, 4.
- “Document”—Case for opinion of counsel.
See SOLICITOR—BILL OF COSTS—Remu-
neration Act. 3.
- “Domestic animals.”
See CRIMINAL LAW—CRUELTY TO ANI-
MALS.
- “Drain.”
See LONDON COUNTY—DRAINAGE—Drain
or Sewer; SEWERAGE AND DRAINAGE.
8, 9, 10.
- “sum of money claimed to be Due.”
See SUMMARY PROCEEDINGS—Jurisdic-
tion. 10.
- “Dwelling-house in England.”
See BANKRUPTCY—PETITION. 4.
- “Easement.”
See COUNTY COURT—JURISDICTION. 12.
- “all other Effects.”
See PROBATE—GRANT OF ADMINISTRA-
TION—With Will Annexed. 8.
- “Ejusdem generis.”
See DEED. 1.
- “Eldest son.”
See SETTLEMENT—Construction. 13.
- “End of the highway.”
See HIGHWAY—Diversion.
- “Endowed school.”
See CHARITY—CHARITY COMMISSIONERS.
7—9.
- “Endowment.”
See CHARITY—CHARITY COMMISSIONERS.
10.
- “Entitled.”
See POOR—Guardians. 2.
- “Equitable execution.”
See PRACTICE—RECEIVER—Equitable
Execution. 3, 6.
- “Erection.”
See LONDON COUNTY—BUILDINGS. 20.
- “Estates and hereditaments subject to the
limitations.”
See WILL—WORDS. 6.
- “Every such offence.”
See MEDICAL PROFESSION. 1.
- “Excessive weight.”
See HIGHWAY—Repairs. 4.
- “Execution.”
See JUDGMENT DEBT. 3.
- “Exposed for sale.”
See ADULTERATION—Sale of Margarine.
2.
- “External” injury caused by “external”
means.
See INSURANCE, ACCIDENT. 1.
- “Extraordinary case.”
See SOLICITOR—BILL OF COSTS—Remu-
neration Act. 3.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “Extraordinary traffic.”
See HIGHWAY—Repairs. 3—7.
- “Expenses, rent-charge, or other sums.”
See TITHE. 7.
- “Express declaration.”
See SETTLED LAND—SETTLED ESTATES ACTS. 1.
- “injury caused by External means.”
See INSURANCE—ACCIDENT. 1.
- “Factor, agent, or receiver having the receipt of profits or gains.”
See INCOME TAX. 5.
- “Fairway.”
See SHIP—COLLISION. 5.
- “Fancy word.”
See TRADE-MARK—REGISTRATION. 17—21.
- “Fictitious person.”
See BILL OF EXCHANGE. 6, 7.
- “Final judgment.”
See BANKRUPTCY—ACT OF BANKRUPTCY—Bankruptcy Notice. 3—6.
- “Fixed plant and machinery.”
See VENDOR AND PURCHASER—Contract. 10.
- “Floating security.”
See COMPANY—DEBENTURE. 18—21.
FRAUDS, STATUTE OF. 5.
- “at the Foot or end thereof.”
See PROBATE—EXECUTION OF WILL. 4—6.
- “Foreign statement.”
See INSURANCE, MARINE. 17.
- “Found in the possession of any person.”
See LONDON COUNTY—NUISANCES. 8.
- “From.”
See INSURANCE—ACCIDENT. 2.
- tenancy commencing “From” a particular day.
See LANDLORD AND TENANT—LEASE. 22.
- “Front main wall.”
See STREETS AND BUILDINGS—Building Line. 1.
- “Full annual rent or value.”
See ECCLESIASTICAL LAW—Church Rates. 2.
- “Full compensation” — Public Health Act, 1875, s. 308.
See NUISANCE—What amounts to. 16.
- “Full costs.”
See PRACTICE—COSTS—Special Statutes. 1.
- “General expenses.”
See SEWERAGE AND DRAINAGE. 4.
- “Gentleman.”
See PRACTICE—EVIDENCE. 12.
- “Geographical name.”
See TRADE-MARK—REGISTRATION. 25, 32.
- “Good cause.”
See PRACTICE—COSTS—Discretion of Court. 4.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “Good or valuable consideration.”
See ECCLESIASTICAL LAW—Church Rates. 1.
- “Goods.”
See PRACTICE—SALES BY THE COURT. 2.
- “on the last day of Grace.”
See BILL OF EXCHANGE. 4.
- “Grain brought into the City of London for sale.”
See LONDON CITY—Finance.
- “Held out or recommended to the public.”
See STAMPS. 8.
- “Hereditament.”
See LAND TAX. 1.
- “upon the High seas.”
See SHIP—ADMIRALTY PRACTICE—Necessaries. 1.
- “Honour policy.”
See INSURANCE, MARINE. 19.
- “Hospital.”
See HOUSE TAX. 1.
- “House refuse.”
See NUISANCE—What amounts to. 4.
- “Houses, buildings, and property other than land.”
See STREETS AND BUILDINGS—Lighting. 3.
- “Hull and machinery.”
See INSURANCE, MARINE. 19.
- “Illegal dealing.”
See INTOXICATING LIQUOR—Offences. 7.
- “Improvements.”
See SETTLED LAND—SETTLED LAND ACTS—APPLICATION OF CAPITAL.
- “Incombustible materials.”
See LONDON COUNTY—BUILDINGS. 17.
- “Incorporated company.”
See BILL OF SALE—INSTRUMENT, &c. 4.
- “In craft”
See INSURANCE, MARINE. 18.
- “Inevitable accident.”
See SHIP—COLLISION. 2.
- “In respect of” beta, money paid.
See GAMING—Validity, &c. 2, 3.
- “Interest in land.”
See FRAUDS, STATUTE OF. 5, 6.
- “Invented world.”
See TRADE-MARK—REGISTRATION. 17—25.
- “Issue living.”
See WILL—CHILDREN. 5.
- “Judgment.”
See BALANCE ORDER.
LIMITATIONS, STATUTE OF. 23.
- “Keeper” of room.
See SUNDAY.
- “Land.”
See LAND—MEANING OF “LAND”; Acquisition, &c. 15.
- “Last place of abode.”
See BASTARD.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "Lawful purpose."
See INDUSTRIAL SOCIETY. 1.
- "Lease."
See SOLICITOR—BILL OF COSTS—Remuneration Act. 9.
- "Lease or tack."
See STAMPS. 1.
- "Leasehold reversion."
See LANDLORD AND TENANT—LEASE. 46.
- "Legal proceedings."
See SHIP—BILL OF LADING—Consignee.
- "Liable to be deprived."
See WILL—FORFEITURE. 6.
- "Literary and scientific institution."
See LIBRARY.
- "Literary composition."
See COPYRIGHT—Periodical. 3.
- "issue Living."
See WILL—CHILDREN. 5.
- "Lopping."
See HIGHWAY—Obstruction. 3.
- "not lawfully detained as a Lunatic, and not found a lunatic by inquisition, but through mental infirmity arising from age incapable of managing his affairs."
See LUNATIC—Property. 2.
- "all dangerous parts of the Machinery."
See FACTORY AND WORKSHOP.
- "Maintenance of children."
See WILL—CHILDREN. 7.
- "Management" of ship.
See SHIP—BILL OF LADING—Exceptions. 2.
- "person Managing or conducting entertainment."
See SUNDAY.
- "Manual labour."
See MASTER AND SERVANT—Contract. 2.
- "Map, chart, or plan."
See COPYRIGHT—BOOKS. 4.
- "without having been Married."
See SETTLEMENT—Construction. 16.
- "Material facts not brought before the Court."
See DIVORCE—COLLUSION.
- "Matter."
See COUNTY COURT—PRACTICE.
- "Matter of complaint."
See METROP. POLICE DISTRICT—Hackney Carriages. 1.
- "a Member" of a company.
See COMPANY—SHARES—Sale of Assets. 3.
- "Memorandum of charge."
See YORKSHIRE—Registry Acts.
- "Mixed fund."
See WILL—LEGACY. 1.
- "raising of Money."
See COMPANY—DEBENTURES. 9.
- "Money laid out."
See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 12.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "accident of Navigation."
See SHIP—BILL OF LADING—Exceptions. 1 (B).
- "in Navigating the ship or otherwise."
See SHIP—BILL OF LADING—Exceptions. 1 (C).
- "Necessaries."
See SHIP—ADMIRALTY PRACTICE—Action in rem. 1; SHIP—MARITIME LIEN. 2.
- "Necessary works of repair."
See LONDON COUNTY—STREETS, &C. 15.
- "Nephew."
See WILL—WORDS. 7.
- "Nephews and nieces."
See WILL—CLASS. 3, 4.
- "Net profits."
See COMPANY—DIRECTORS—Remuneration. 1.
- "New street."
See LONDON COUNTY—STREETS AND HIGHWAYS. 6—9.
STREETS AND BUILDINGS—New Streets. 1, 2.
- "New and original design."
See DESIGNS—Registration. 2.
- "Niece."
See WILL—WORDS. 8.
- "Nomination."
See ECCLESIASTICAL LAW—Advowson. 1.
- "Obtaining credit."
See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 11.
- "now in my own Occupation."
See WILL—WORDS. 12.
- "as now Occupied by me."
See WILL—WORDS. 13.
- "separately Occupied as a dwelling."
See PARLIAMENTARY, &C., REGISTRATION—Claim. 12.
- "Occupier."
See GAS—Gasworks Clauses Acts. 1.
- "Old mark."
See TRADE-MARK—REGISTRATION. 3, 4, 7, 27, 28, 29.
- "On"—Tenancy commencing "on" a particular day.
See LANDLORD AND TENANT—LEASE. 22.
- "One man company."
See COMPANY—WINDING-UP—INDENTITY.
- "Opposite to the end of the will."
See PROBATE—EXECUTION OF WILL. 4.
- "Order."
See BILL OF EXCHANGE. 8.
- "Ordinary course of post."
See PARLIAMENTARY, &C., REGISTRATION—Objection. 3.
- "Originating summons."
See PRACTICE—ORIGINATING SUMMONS. 13.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “Outgoings properly chargeable.”
See WILL—WORDS. 14.
- “Owner of lands.”
See LONDON COUNTY — STREETS AND HIGHWAYS. 4.
- “Owner of goods.”
See SHIP—BILL OF LADING—Consignee.
- “Owner” of open space.
See LONDON COUNTY — STREETS AND HIGHWAYS. 2.
- “Owner of premises.”
See SETTLED LAND — SETTLED LAND ACTS—Application of Capital. 7.
- “Parochial purpose.”
See BURIAL. 3.
- “warranted free from Particular average, unless the ship be stranded.”
See INSURANCE, MARINE. 25.
- “Parties entitled to execution.”
See PRACTICE — RECEIVER — Equitable Execution. 13.
- “Party” to action—Next friend of infant.
See PRACTICE—DISCOVERY—Documents. 8.
- “Passing upon.”
See HIGHWAY—Obstruction. 1.
- “Perfecting.”
See BANKRUPTCY—APPEAL. 4.
- “Person aggrieved.”
See BANKRUPTCY—PRACTICE. 5.
TRADE-MARK — REGISTRATION. 32, 33.
- “Person having agreed to buy goods.”
See GOODS.
- “Person acting in the administration of an estate.”
See DEATH DUTIES—Probate Duty.
- “Petty sessional divisions.”
See COUNTY COUNCIL—Expenses. 2.
- “Piers or similar structures.”
See INSURANCE, MARINE. 8.
- “Pirates, robbers, or thieves of whatever kind, whether on board or not, or by land or sea.”
See SHIP—BILL OF LADING—Exceptions. 4.
- “Plan.”
See WATER—Supply under Waterworks Clauses Act. 1.
- “map, chart, or Plan.”
See COPYRIGHT—Book. 4.
- “Point of Law.”
See PROBATE—REVOCATION OF ADMINISTRATION. 1.
- “Ports.”
See SHIP—BILL OF LADING—Deviation. 1.
- “Possession.”
See WILL—CONDITION. 6.
- “Post, ordinary course of.”
See PARLIAMENTARY, &C., REGISTRATION—Objection. 3.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- “act or Practise.”
See MEDICAL PROFESSION — Medical Practitioner. 1.
- “Practice and procedure.”
See PRACTICE—APPEAL. 31, 32.
- “Present right to receive.”
See LIMITATIONS, STATUTE OF. 24.
- “Previous litigation.”
See VENDOR AND PURCHASER—CONDITIONS OF SALE. 7.
- “Price.”
See WATER—Supply under Waterworks Clauses Act. 3.
- “Proceedings.”
See POOR—Guardians. 1.
- “Proceedings instituted.”
See MARRIED WOMAN—PROPERTY—Restraint. 8.
- “step in the Proceedings.”
See ARBITRATION—Staying Actions. 7.
- “Procureur général et special.”
See CANADA—LAW OF CANADA — Provincial Law—Quebec. 8.
- “Produced.”
See COPYRIGHT—International. 5.
- “Professional respect, infamous conduct in a.”
See MEDICAL PROFESSION — Medical Practitioner. 2.
- “Property of bankrupt.”
See BANKRUPTCY—ASSETS.
- “Property recovered or preserved.”
See SOLICITOR—LIEN. 4.
- “in manner expressly Provided by Act of Parliament.”
See PROPERTY TAX.
- “Public entertainment.”
See SUNDAY.
- “Public notice or advertisement.”
See STAMPS. 8.
- “Public place.”
See STREETS AND BUILDINGS — Public Conveniences.
- “Published.”
See COPYRIGHT—International. 5.
- “Punished with imprisonment for crime.”
See ELEMENTARY EDUCATION. 2.
- “Purchase.”
See TRADE UNION. 2.
- “Purchaser for value without notice.”
See SOLICITOR—LIEN. 3.
- “used for the Purposes of a canal.”
See LONDON COUNTY—BUILDINGS. 10.
- “Qualified pilot.”
See SHIP—PILOTAGE—Compulsory Pilotage. 3.
- “Raising of money.”
See COMPANY—DEBENTURE. 9.
- “Real estate.”
See WILL—WORDS. 15.
- “Realization.”
See COMPANY—DEBENTURE. 9.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "Reasonable cause."
See SCOTTISH LAW—Divorce.
- "Reasonable facilities."
See RAILWAY, &c., COMMISSION.
- "Rebuilding"—Settled Land Act, 1890, s. 13. sub-s. 1v.
See SETTLED LAND—SETTLED LAND ACTS—Application of Capital Money. 21, 22.
- "sum Recovered."
See COUNTY COURT—Costs. 3.
- "Refusal of an application."
See PRACTICE—APPEAL—Appeals to Court of Appeal. 35.
- "Refuse or neglect."
See WILL—CONDITION. 4.
- "Refuse of any trade."
See LONDON COUNTY—NUISANCES, &c. 3.
- "Relations."
See WILL—WORDS. 9.
- "Relatives named."
See WILL—WORDS. 10.
- "Rent charge."
See VENDOR AND PURCHASER—Title. 14.
- "Repair, maintain and uphold."
See LANDLORD AND TENANT—LEASE. 14.
- "Repairs."
See SETTLED LAND—SETTLED LAND ACTS—APPLICATION OF CAPITAL. 7, 8.
- "Representatives."
See PRINCIPAL AND SURETY—Discharge. 2.
- "if Required."
See SHIP—BILL OF LADING—Demurrage. 3.
- "betting with persons Resorting thereto."
See GAMING, &c.—Offences. 2.
- "Result."
See PRACTICE—Costs—Discretion. 2.
- "Return to England."
See WILL—CONDITION. 5.
- "Salary or income."
See BANKRUPTCY—ASSETS. 5, 6.
- "Schedule and inventory therein referred to."
See BILL OF SALE—STATUTORY FORM—Schedule.
- "Sea-going ship."
See SHIP—MERCHANT SHIPPING ACTS. 4.
- "Seaworthiness."
See SHIP—BILL OF LADING—Exceptions. 5, 6; Warranty. 2.
SHIP—MASTER AND SEAMAN. 4.
- "Secured"—Annuity secured to A. for life or perpetual.
See ANNUITY—Duration. 2.
- "Secured creditors."
See PRACTICE—RECEIVER—Equitable Execution. 17.
- "Security for payment of money."
See CRIMINAL LAW—OFFENCES AGAINST PROPERTY. 9.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "Separately occupied as dwelling."
See PARLIAMENTARY, &c., REGISTRATION—Claim. 12.
- "Separation of the crop."
See SCOTTISH LAW—Landlord and Tenant. 1.
- "Served with"—Notice of motion—Affidavits.
See PRACTICE—ATTACHMENT. 3, 12, 13.
- "Settlement."
See BANKRUPTCY—VOID SETTLEMENT. 4.
- "Settlement"—Settled Land Act, 1882, s. 2. sub-s. 1.
See SETTLED LAND—SETTLED LAND ACTS—Tenant for Life. 3.
- "Sewer."
See LONDON COUNTY—DRAINAGE. SEWERAGE AND DRAINAGE. 7—10.
- "Share and share alike."
See WILL—CHILDREN. 8.
- "Shares."
See WILL—WORDS. 16.
- "Sheriff."
See SHERIFF. 1.
- "Ship."
See SHIP—DEFINITION OF SHIP. SHIP—MERCHANT SHIPPING ACTS. 6.
- "Similar business."
See RESTRAINT OF TRADE—Covenants in Restraint. 6.
- "Special circumstances."
See PARLIAMENT—Election Petition. 2. PROBATE—GRANT OF ADMINISTRATION—With Will Annexed. 4.
- "Special and distinctive word."
See TRADE-MARK—REGISTRATION. 11, 12, 13.
- "Step in the proceedings."
See ARBITRATION—Staying Actions. 7.
- "Stock"—Trustee Acts, 1850, 1852.
See TRUSTEE—APPOINTMENT. 20.
- "Street."
See STREETS AND BUILDINGS—Public Conveniences. WATER—Supply by Local Authorities. 2.
- "Structure."
See LONDON COUNTY—BUILDINGS. 20.
- "Sufficient cause."
See BANKRUPTCY—DISCHARGE. 5.
- "Sunken wreck."
See INSURANCE, MARINE. 11.
- "Supplying water."
See WATER—Supply by Local Authorities. 3.
- "Surplus assets."
See COMPANY—WINDING-UP—ASSETS. 5.
- "Testamentary expenses."
See TESTACY.
- "Tous les biens et droits mobiliers."
See POWER OF APPOINTMENT—Exercise. 13.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "Trade description."
See TRADE-MARK — MERCHANDISE MARKS.
- "Trade-mark."
See TRADE-MARK — REGISTRATION, *passim*.
- "Translation."
See COPYRIGHT—International. 7.
- "Tributary."
See FISHERY—Salmon and Freshwater. 1.
- "True owner."
See BILL OF SALE—TRUE OWNER.
- "Under-book pilot."
See SHIP—PILOTAGE—Compulsory Pilotage. 2.
- "Undertaking."
See TRAMWAY COMPANY. 2.
WATER—Supply under Waterworks Clauses Act. 3.
- "Unmarried daughters."
See WILL—CLASS. 1.
- "Unseaworthy."
See SHIP—MASTER AND SEAMAN. 4.
- "Upper-book pilot."
See SHIP—Compulsory Pilotage. 2.
- "Used exclusively for domestic purposes."
See BOILER. 2.
- "Value of the goods."
See INTERPLEADER.
- "Vessel used in navigation."
See SHIP—MERCHANT SHIPPING ACTS. 6.
- "Vested."
See LUNATIC—Judicial Inquisition. 10.
- "Veterinary forge."
See VETERINARY SURGEON.
- "Void."
See BANKRUPTCY—VOID SETTLEMENT. 1.
- "Voluntary contribution."
See RATES—Exemptions. 1.
- "Voluntary transfer."
See DEATH DUTIES—Probate Duty. 11.
- "Warranted uninsured."
See INSURANCE, MARINE. 19.
- "Water company."
See WATER—Supply by the Authorities. 4.
- "Widow but no issue."
See PROBATE—GRANT OF ADMINISTRATION.
- "Wife."
See WILL—CHILDREN. 2.
- "Wife's relations."
See WILL—WORDS. 9.
- "Wilful default" by purchaser.
See VENDOR AND PURCHASER — CONTRACT. 6.
- "Wilful default" by vendor.
See VENDOR AND PURCHASER—Conditions of Sale. 5, 6; Contract. 18.

WORDS AND PHRASES JUDICIALLY INTERPRETED—continued.

- "I Wish then to bequeath the same."
See WILL—ABSOLUTE GIFT. 10.
- "Within the same curtilage."
See LONDON COUNTY—DRAINAGE. 2.
- "Without having been married."
See SETTLEMENT—Construction. 16.
- "Without prejudice."
See BANKRUPTCY — ACT OF BANKRUPTCY—Circular, &c. 1.
- "Wooden structure or erection of a moveable or temporary character."
See LONDON COUNTY—BUILDINGS. 20.
- "Working shaft."
See MINES AND MINERALS—Metalliferous Mines.
- "Works necessary for supplying water."
See WATER—Supply under Waterworks Clauses Act. 3.
- "Written warranty."
See ADULTERATION—Written Warranty. 1.
- "Wreck."
See SHIP—WRECK AND SALVAGE. 13.

WORKING OF MINES.

See MINES AND MINERALS—Working.

WORKING SHAFT.

- Meaning of.
See MINES AND MINERALS—METALLIFEROUS MINES.

WOUNDING.

See CRIMINAL LAW—OFFENCES AGAINST THE PERSON. 1.

WRAPPER.

- Use of special, restrained by injunction.
See TRADE-MARK—INFRINGEMENT. 4.

WRECK.

- See SHIP—WRECK AND SALVAGE. 1.
- Removal of.
See HARBOUR. 2.
- Sunk in harbour.
See SHIP—COLLISION. 18.

WRIT.

- of Fieri Facias.
See COUNTY COURT—Jurisdiction. 21.
SHERIFF. 13.
- of Mandamus.
See MANDAMUS.
- of Prohibition.
See PROHIBITION.

WRIT OF SUMMONS.

- See PRACTICE—SERVICE, *passim*.
- Service of.
See SHIP — ADMIRALTY PRACTICE — Action in rem. 2.

WRITING.

See INSURANCE, MARINE. 26.

WRONGFUL DISMISSAL.

See MASTER AND SERVANT—Contract. 4.

Y.

YACHT RACING.

See CHARITY—GIFT TO CHARITY. 14.

YEW TREE.

See NUISANCE—Persons liable. 1.

YORK-ANTWERP RULES.

See INSURANCE, MARINE. 17.

YORKSHIRE.**Registry Acts.**

Agreement for sale of land—"Assurance"—
47 & 48 Vict. c. 54.] An agreement that in con-
sideration of money paid by A. to B., B. would
complete certain buildings on his land, and that
A. would purchase the same when completed:—
Held, not to be an assurance capable of regis-
tration, under the Yorkshire Registries Act, 1884.
ROGER v. HARRISON C. A. [1893] 1 Q. B. 161

West Riding Rivers Act.

The West Riding of Yorkshire Rivers Act Rules,
1894, made under the *West Riding of Yorkshire*
Rivers Act, 1894 (56 & 57 Vict. c. clxvi). St. R.
& O. 1895. No. 311. Price 1d.

YORKSHIRE RELISH.

See TRADE NAME. 5.

YOUNG PERSON.

— Employment in shop.
See SHOP HOURS REGULATION.

Z.

ZANZIBAR.

- British jurisdiction in.
See FOREIGN JURISDICTION.
- Consular Courts.
See COLONIAL COURT OF ADMIRALTY.
- Designs.
See DESIGN—Colonial and International Arrangements.
- Patents.
See PATENT—Colonial and International Arrangements.
- Trade-marks.
See TRADE-MARK—INTERNATIONAL AND COLONIAL ARRANGEMENTS.

(1916)

RECAPITULATION

DICTYON

F OF ARE

Land in

Land in

TERMINAT

MENTA

JBN JLZ D
Five years' digest, 1881-85, o
Stanford Law Library



3 6105 044 805 815